



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **EP-4**

September 2, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACCEPTANCE OF USED OIL OPPORTUNITY GRANT
(SUPERVISORIAL DISTRICTS 1 AND 2)
(3 VOTES)**

SUBJECT

This action is to accept a grant in the amount of \$150,000 from the California Integrated Waste Management Board to assist in funding for additional outreach and collection efforts of used oil and oil filters in the Florence-Firestone community.

IT IS RECOMMENDED THAT YOUR BOARD:

Accept a grant in the amount of \$150,000 from the California Integrated Waste Management Board for the Used Oil Opportunity Grant (9th Cycle) for Fiscal Year 2007-08 to provide additional public outreach and collection opportunities in the Florence-Firestone community.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this Board action is to accept the State Grant. This action is necessary to receive grant funding from the California Integrated Waste Management Board (CIWMB) to provide additional public outreach and collection opportunities for used oil and oil filters in the Florence-Firestone community. The grant is funded through the State's Used Oil Opportunity Grant Program.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Fiscal Responsibility (Goal 4) by securing external funding sources for projects that are beneficial to communities and the environment; and Community Services (Goal 6) by providing responsive waste management services, thereby improving the quality of life for Los Angeles County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The estimated total cost for the proposed efforts is \$224,750 of which \$150,000 will be offset by the CIWMB grant and the remaining \$74,750 is included in the proposed Fiscal Year 2008-09 Solid Waste Management Fund budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In March 2008 Public Works submitted a grant application to the CIWMB under their "Used Oil Opportunity Grant Program." At their May 20, 2008, meeting, the CIWMB recommended the grant application for funding.

The proposed project under this grant aims to educate and provide additional opportunities for the residents of the Florence-Firestone community to properly dispose of their used motor oil and oil filters. Some of the elements that will be considered in this effort include public education and outreach, oil filter exchange events, and a possible door-to-door collection program.

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments conducting activities covered under this grant. Accordingly, the Grant Management Statement for this grant is attached.

On March 21, 2006, your Board authorized the Director of Public Works or his designee to execute agreements and any amendments needed to secure grants with the CIWMB.

The Honorable Board of Supervisors
September 2, 2008
Page 3

The attached Grant Agreement, Terms and Conditions, and Procedures and Requirements have been reviewed and approved by County Counsel. The Grant Agreement will be executed by the Director or his designee upon your Board's acceptance of the grant.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and therefore is not subject to the requirements of CEQA. Appropriate environmental documents will be prepared when projects developed under this agreement are brought to your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant will augment the Household Hazardous Waste Collection Program and provide additional educational outreach and opportunities for used oil and filter collection in the Florence-Firestone community in an effort to reduce illegal dumping.

CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,



DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:CR:kp

Attachments (2)

c: Chief Executive Office
County Counsel

Los Angeles County Chief Executive Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description: Florence-Firestone Community: Used Oil and Filter Collection Enhancement

Funding from this grant will support additional public outreach and collection opportunities for used oil and oil filters in the Florence-Firestone community. The Florence-Firestone Community Enhancement Team had identified problems with illegal dumping in the community, especially the dumping of used oil and oil filters. When placed in the trash or illegally dumped, used oil may become harmful to people and the environment. With additional public outreach and collection opportunities, the County hopes to curtail the illegal dumping of used oil and oil filters in the area.

Funding Agency:
California Integrated
Waste Management Board

Program (Fed. Grant #/State Bill or Code #):
Used Oil Opportunity (9th Cycle)

Grant Acceptance
Deadline: September 30, 2008
Upon Board approval

Total Amount of Grant Funding: \$150,000

County Match: \$74,750 (hard cost)

Grant Period: 39 months

Begin Date: June 2008 **End Date:** September 2011

Number of Personnel Hired Under This Grant: 0 **Full Time:** N/A

Part Time: N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes:	No: N/A
Will all personnel hired for this program be placed on temporary ("N") items?	Yes:	No: N/A
Is the County obligated to continue this program after the grant expires?	Yes: X*	No:

* The Program will be incorporated into the Used Oil Block Grant Funds made available through the State. Supplemental funds for additional program activities may be available through the Solid Waste Management Fund.

If the County is not obligated to continue this program after the grant expires, the Department will:

a.) Absorb the program cost without reducing other services	Yes:	No:
b.) Identify other revenue sources (describe below)	Yes:	No:
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes:	No:

Impact of additional personnel on existing space: (NA)
Other requirements not mentioned above: None

Department Head Signature: _____ Date: _____

GRANT AGREEMENT

CIWMB110 (Revised 10/07)

NAME OF GRANT PROGRAM

GRANT NUMBER

UOG9-07-3

2007/2008 Used Oil Opportunity Grants

GRANTEE NAME

Los Angeles County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$150,000.00

TERM OF GRANT AGREEMENT

FROM: June 30, 2008

TO: September 30, 2011

THIS AGREEMENT is made and entered into on this 21st day of May 2008, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Los Angeles County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Plan attached hereto as Exhibit C according to the Budget attached hereto as Exhibit D. The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit C - Work Plan
- Exhibit D - Budget

Exhibits A, B, C and D attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates entered below.

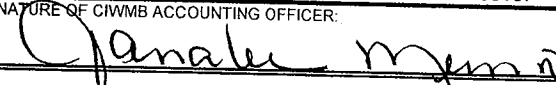
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE' NAME (PRINT OR TYPE) Los Angeles County	
SIGNATURE OF CIWMB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE: (AS AUTHORIZED IN RESOLUTION OR LETTER OF DESIGNEE AUTHORIZATION)	
Mark Leary, Executive Director	DATE	TITLE (Authorized representative)	DATE
		GRANTEE' ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$150,000.00	PROGRAM/CATEGORY (CODE AND TITLE) 2007/2008 Used Oil Opportunity Grants		FUND TITLE OIL
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$150,000.00	ITEM 3910-602-0100	CHAPTER 817	STATUTE 1991
	FISCAL YEAR 2007/2008		
OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75100-702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CIWMB ACCOUNTING OFFICER: 		DATE 5/28/08	

EXHIBIT A TERMS AND CONDITIONS

USED OIL OPPORTUNITY GRANT PROGRAM Fiscal Year 2007/08 (Cycle 9)

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Used Oil Opportunity Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

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| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials. |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB." |
| 3. AIR OR WATER POLLUTION VIOLATION | <p>Under the State laws, the Grantee shall not be:</p> <p>a. In violation of any order or resolution not subject to review promulgated by</p> |

	<p>the State Air Resources Board or an air pollution control district;</p> <p>b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or</p> <p>c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.</p>
4. AMENDMENT	<p>No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.</p>
5. AMERICANS WITH DISABILITIES ACT	<p>The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)</p>
6. ANTITRUST CLAIMS	<p>The Grantee, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below.</p> <p>a. The Government Code Chapter on Antitrust claims contains the following definitions:</p> <ol style="list-style-type: none"> 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code. 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550. <p>b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.</p> <p>c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.</p> <p>d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of</p>

	action. See Government Code Section 4554.
7. ASSIGNMENT, SUCCESSORS AND ASSIGNS	<p>a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the CIWMB's prior written consent.</p> <p>b. The provisions of this Agreement shall be binding upon and inure to the benefit of the CIWMB, the Grantee, and their respective successors and assigns.</p>
8. AUDIT/RECORDS ACCESS	<p>The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]</i></p>
9. AUTHORIZED REPRESENTATIVE	<p>The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.</p>
10. AVAILABILITY OF FUNDS	<p>The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.</p>
11. CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <p>a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and</p> <p>b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.</p>
12. COMMUNICATIONS	<p>All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.</p>

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process, or to require and maintain on file a written justification for any exceptions thereto, when contracting for services required under this Agreement.

14. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CIWMB 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at:
www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

The Grantee and the CIWMB acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code Section 6250 et seq. The CIWMB agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

16. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the CIWMB must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.
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If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420).

**17. CONTRACTORS/
SUBCONTRACTORS/
VENDORS —
DEFINITIONS**

Contractor: A person or entity that contracts with the Grantee to perform eighty percent (80%) or more of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Subcontractor: A person or entity that contracts with the Grantee or Contractor to perform a portion (less than eighty percent [80%]) of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.

**18. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

The Grantee and, if applicable, the Contractor, shall incorporate the Terms and Conditions – Exhibit A, and the Procedures and Requirements – Exhibit B, of the Agreement into any and all contracts and subcontracts entered into to fulfill any task(s) associated with this Agreement. However, nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

**19. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the
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	<p>CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.</p> <p>b. The CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). Used pursuant to license granted by CIWMB. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."</p>
20. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA	<p>When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.</p>
21. DISCLAIMER OF WARRANTY	<p>The CIWMB makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CIWMB employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall the CIWMB be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.</p>
22. DISCRETIONARY TERMINATION	<p>The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:</p> <ol style="list-style-type: none"> Submit a final written report describing all work performed by the Grantee; Submit an accounting of all grant funds expended up to and including the date of termination; and, Reimburse the CIWMB for any unspent funds.
23. DISPUTES	<p>Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.</p>
24. DRUG-FREE WORKPLACE CERTIFICATION	<p>The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:</p> <ol style="list-style-type: none"> Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for

	<p>violations.</p> <p>b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.</p> <p>c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.</p>
25. EFFECTIVENESS OF AGREEMENT	This Agreement is of no force or effect until signed by both parties.
26. ENTIRE AGREEMENT	This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.
27. ENVIRONMENTAL JUSTICE	In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
28. EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
29. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <p>a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or</p> <p>b. Cleanup of the environment; or</p> <p>c. Enforcement of solid waste statutes and regulations, as applicable.</p> <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <p>a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or</p> <p>b. The cleanup of the environment; or</p> <p>c. The enforcement of solid waste statutes and regulations, as applicable.</p>
30. FORCE MAJEURE	Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
31. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay

to the CIWMB any funds improperly expended.

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|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES | The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures. |
| 33. GRANTEE ACCOUNTABILITY | The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB. |
| 34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE | The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement. |
| 35. GRANTEE'S NAME CHANGE | A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment. |
| 36. NATIONAL LABOR RELATIONS BOARD CERTIFICATION | The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.) |
| 37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY | The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CIWMB. |
| 38. NON-DISCRIMINATION CLAUSE | <ul style="list-style-type: none">a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 12900 et seq.b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.) |
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**39. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

40. PATENTS

The Grantee assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

41. PAYMENT

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- a. The Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.
 - b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
 - c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.
 - e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and
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Requirements.

**42. PERSONAL
JURISDICTION**

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

43. PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled.

**44. REAL AND PERSONAL
PROPERTY ACQUIRED
WITH GRANT FUNDS**

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which the CIWMB approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee. The Grantee shall execute all documents required to provide the CIWMB with a purchase money security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that the CIWMB shall be in first priority position with respect to the purchase money security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that the CIWMB will accept a lower priority position with respect to the purchase money security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
 - c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of the CIWMB.
 - d. The CIWMB will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CIWMB grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.
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**45. RECYCLED-CONTENT
CERTIFICATION**

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.doc.

46. RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
47. RECYCLED-CONTENT PRODUCT PROCUREMENT	In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/ . If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.
48. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
50. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
51. RESOLUTION	A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
52. SELF ASSESSMENT CHECKLIST	The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with grant administrative requirements.
53. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
54. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
55. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.

56. SWEATFREE CODE OF CONDUCT

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CIWMB or its agent, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

57. TERMINATION FOR CAUSE

The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to the CIWMB's ten percent (10%) retention policy.

58. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

59. TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to the CIWMB as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.

60. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

61. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5 If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be

required to terminate that contract.

**62. VENUE/ CHOICE OF
LAW**

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 - b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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**63. WAIVER OF CLAIMS
AND RECOURSE
AGAINST THE STATE**

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

64. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan.

**65. WORKERS'
COMPENSATION/
LABOR CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Used Oil Opportunity Grant (9th Cycle) for FY 2007/08

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

Introduction

The Used Oil Opportunity Grant (OG) Program is administered through the California Integrated Waste Management Board (CIWMB). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

This document is attached to, and incorporated by reference, the Grant Agreement.

All documents submitted must be printed double-sided on one hundred percent (100%) recycled-content paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

Important Dates

June 30, 2008	Grant Term Begins pending the Notice to Proceed
February 16, 2009	Progress Report Due (covers 6/30/08 - 12/31/08)
February 15, 2010	Progress Report Due (covers 1/1/09 - 12/31/09)
February 15, 2011	Progress Report Due (covers 1/1/10 - 12/31/10)
September 30, 2011	Grant Term Ends
September 30, 2011	Final Report and Grant Payment Request Due (covers 1/1/11 - 9/30/11; and summarizes 6/30/08 - 12/31/10)

No extensions will be granted for submittal of final report.

Public Records

All documents submitted become the property of the CIWMB and are subject to disclosure under the Public Records Act. Do not submit confidential information.

Reliable Contractor Declaration

The Grantee must provide a declaration signed under penalty of perjury by the Grantee's contractor(s), if any, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor(s). See

Reliable Contractor Declaration (cont.)

"Contractors/Subcontractors" section in Exhibit A – Terms and Conditions for more information.

The declaration must be received and approved by the CIWMB Grant Manager (Grant Manager) prior to commencement of work. To obtain the Reliable Contractor Declaration form (CIWMB 168), see www.ciwmb.ca.gov/Grants/Forms/CIWMB168.doc or www.ciwmb.ca.gov/Grants/Forms/CIWMB168.pdf.

Questions?

All communication regarding this grant should be directed to your CIWMB Grant Manager unless otherwise specifically stated. To find the name and telephone number of your CIWMB Grant Manager, refer to www.ciwmb.ca.gov/HHW/Grants/Contacts.htm.

The Grantee may also call the Financial Assistance Division, Grant and Loan Resources Branch at (916) 341-6457.

Where to send Reports, Grant Payment Requests, etc.

Send your Reports, Grant Payment Requests, and all other written correspondence to your CIWMB Grant Manager's attention at:

California Integrated Waste Management Board
Financial Assistance Division
Used Oil Grant Program – MS9
P.O. Box 4025, 1001 "I" Street
Sacramento, CA 95812-4025
Attn: (your CIWMB Grant Manager's name)

Eligible Costs

All expenditures must be only for activities, products, and costs included in the grant's approved Work Plan (Exhibit C) and approved Budget (Exhibit D), and must be incurred, and services provided and goods received, after receiving Notice to Proceed and before the end of the Grant Term (i.e., Grant Performance Period). Any proposed revisions to the Work Plan and/or the Budget must be submitted and pre-approved **in writing** by the CIWMB Grant Manager prior to Grantee incurring the proposed expenditure. The approval document should be retained by the Grantee for a minimum of three years for audit purposes.

Overhead/Indirect Costs

The total cost of overhead/indirect cost charged to the grant shall not exceed ten percent (10%) of grant funds reimbursed and must be supported by a Cost Allocation Plan. These costs are expenditures not capable of being assigned, and not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, accounting services, and administrative salaries not directly related to grant activities are examples of overhead/indirect costs.

The following guidelines must be used when claiming these costs:

- All overhead and indirect costs charged to the grant must be

Eligible Costs (cont.)

associated with grant activities as shown in the approved Budget.

If you are uncertain whether a given cost is considered an overhead/indirect cost by the CIWMB, contact your CIWMB Grant Manager.

- Direct costs charged directly to the grant shall not be included in the overhead/indirect cost formula.
- Supervision performed by Managers and Supervisors can be included in the overhead/indirect cost formula, and therefore, will not be a direct charge to the grant. On the other hand, if a Manager or Supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. Any such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as overhead/indirect cost.
- The Grantee must have on file (and make available upon request) an internally approved Cost Allocation Plan which specifically documents how the cost amount was established and how it is supported by formal accounting records to substantiate the charges. It must identify program elements included in the overhead/indirect cost calculation and be approved by an appropriate Supervisor/Manager in your agency. See the sample "Cost Allocation Plan" calculation below:

Total department indirect cost divided by total department direct cost base equals overhead/indirect cost rate.

- The Grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by the CIWMB.

Stormwater

Stormwater pollution prevention programs related to used oil and oil byproducts may be eligible as grant expenses as follows:

Stormwater mitigation is defined in Public Resources Code 48618.4 to include "...the prevention of stormwater pollution from used oil and oil byproducts and the reduction or alleviation of the effect of stormwater pollution from used oil and oil byproducts by means of action taken on public property. Mitigation includes the installation of devices and implementation of practices that effectively prevent used oil and

Eligible Costs (cont.)

oil byproducts from causing stormwater pollution. Mitigation does not include the cleanup or restoration of polluted areas."

Grantee may expend grant funds on only the following types of storm drain filters (inserts, debris screens):

- A debris screen that covers the opening to the storm drain inlet. (Regular municipal street-sweeping must occur where debris screens are installed.)
- A catch basin (streetside) inlet insert that **does not** contain oil absorbent media.
- A catch basin inlet insert that **does** contain oil absorbent media plus a debris screen that covers the opening to the storm drain inlet. (The debris screen prevents debris and sediment from entering the storm drain and obstructing the oil absorbent media.)
- A vertical drop-in parking lot inlet insert that **does** contain oil absorbent media (must be covered by a grate or debris screen).

Note: Periodic clean-out of catch basin inlet **inserts** and replacement of their oil-absorbent media are eligible for grant funding. However, street sweeping and clean-out of catch basin inlets without inserts are not eligible for grant funding.

Ineligible Costs

Any costs not included in your approved budget are ineligible for reimbursement. If you have any questions regarding ineligible costs, contact your CIWMB Grant Manager. Ineligible costs include, but are not limited to:

- Costs incurred prior to receiving the Notice to Proceed, or after the grant term
- Costs currently covered by another CIWMB loan, grant or contract
- Overhead/indirect costs in excess of the allowable percentage as defined under Eligible Costs above
- Any costs that are not consistent with local, state, and federal guidelines and regulations
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- Expenses for audits of the Grantee's entire organization, or portions thereof
- Pre-paid expenditures for future goods or services delivered beyond the end of the grant term. (Exemption: The CIWMB Grant Manager may consider approving products purchased in full before

Ineligible Costs

(cont.)

the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the Grant Manager)

- Cell phones, pagers, cameras, personal digital assistants, personal computers and other similar electronic devices
- Profit or mark-up by the Grantee
- Movie theater screen advertising
- Any food or beverages (e.g., as part of meetings, workshops or events)
- Purchase or lease of land or buildings
- Purchase or lease of vehicles
- Development or customizing of school curricula
- Public education costs not directly tied to used oil, oil filter collection, or vehicle fleet use of re-refined oil
- Promotional items or premiums that exceed \$6 per item if no written pre-approval was obtained
- Promotional items or premiums that are not related to the grant or target audience
- Promotion of brand-name product(s) or private businesses with grant funds
- Overtime costs/Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events that are pre-approved in writing by the CIWMB Grant Manager when law or labor contract requires overtime compensation)
- Personnel costs incurred while an employee assigned to the project funded by the grant does not work on the project (e.g. use of accrued time such as sick leave, vacations, etc.)
- Out-of-state travel
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc. (For hotel and meal rates, see www.catravelmart.com and click on "Lodging Reimbursement Rates" for hotel maximum rates. Click on "DPA Lodging Reimbursement" for Meals and Incidentals and for Personal Vehicle Mileage Reimbursement.)
- Remediation (any cleanup or restoration of polluted areas)
- Enforcement activities
- Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) 40-hour and 24-hour courses
- Preparation of HHW Elements that are not related to used oil
- Transportation & disposal of non-oil HHW from any facility or event
- Equipment, materials or supplies at HHW facilities or antifreeze, battery, oil, and paint facilities (ABOP) not directly related to the collection of used oil and used oil filters
- Costs to maintain an existing HHW program where used oil is not collected

**Ineligible Costs
(cont.)**

- Management, handling, disposal, or treatment of radioactive explosive or medical wastes, and other extremely hazardous waste
- Developing a permanent facility on non-government managed property
- Any costs not deemed reasonable or related to the grant project by the CIWMB Grant Manager

**Recycled Content
Requirements**

All products containing recycled-content material that are purchased with grant funds must be reported. At a minimum, Grantees must report the percentage of recycled-content material for products purchased in the product categories listed below. Grantees must use a separate Recycled-Content Product Certification (RCP) Form (CIWMB 74G) for each supplier and submit these forms with the Final Progress Report. The form can be found at CIWMB's website and accessed by either Microsoft Word or Adobe Acrobat: www.ciwmb.ca.gov/HHW/Forms/.

Purchases of the following products with grant funds must meet the specific percentages of recycled-content, as described on the RCP form.

Paper Products	Printing & Writing Paper	Plastic Products
Compost & Co-Compost	Glass Products	Lubricating Oils
Paint	Solvents	Steel Products
Tires	Tire-Derived Products	

Any exceptions to the above requirements must be pre-approved by your CIWMB Grant Manager.

Recycled-content information for some commonly purchased Grant items may be found at:

www.ciwmb.ca.gov/UsedOil/Grants/Resources/Vendors/PromoProduct.doc

More information regarding RCP vendors and contractors may be found at: www.ciwmb.ca.gov/RCP/ For information about CIWMB's *Buy Recycled Program*, visit: www.ciwmb.ca.gov/BuyRecycled/.

**Large Equipment
CIWMB
Acknowledgement**

A CIWMB sticker (bumper sticker size) that displays the "used oil drop" logo including the text "Recycle Used Oil" and "Funded by a grant from the California Integrated Waste Management Board" is required to be affixed to all large pieces of equipment purchased with grant funds. When submitting the Final Report, the picture of this equipment should include the affixed sticker. CIWMB has stickers available at no cost which may be requested from your CIWMB Grant Manager.

**Requirements for
Publicity and
Education Items**

Premiums must be appropriate for the target audience; durable, and not likely to be disposed of in a short time or contribute to the waste stream or hazardous waste stream (e. g., any item containing batteries, mercury, etc.); and not promote a particular brand-name product or private business.

For all languages other than English, Grantee must work with a certified

**Requirements for
Publicity and
Education Items
(cont.)**

translator or person fluent in reading and writing the language. A description of the translator's qualifications, as well as an English version of the material(s), must be submitted with the final report. Of key importance is that the translated material is at a reading level appropriate for its targeted audience.

Materials or items purchased for publicity or educational purposes may be denied for reimbursement if they do not meet the requirements detailed in this section.

All items/materials, as appropriate, must meet the recycled-content product content requirements as set forth in the Terms and Conditions (Exhibit A) and described in the RCP Form, and must include the following:

- 1) Acknowledgement of the CIWMB funding that reads "Funded by a grant from the California Integrated Waste Management Board."¹ (Use of the initials "CIWMB" is not sufficient). Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line, or if it would interfere with the message (pencils, small magnets, etc.). All exceptions must be pre-approved in writing by your CIWMB Grant Manager.
- 2) Specific information on reducing the illegal disposal of used oil and/or used oil filters.
- 3) A list of Used Oil collection locations or a 24-hour hotline number. When locations are listed, include the following language: "Call for hours of operation and types of materials accepted". (Use the 1-800-CLEANUP number or www.cleanup.org website if Grantee does not maintain its own 24-hour hotline.)
- 4) A "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Filters" as appropriate. Camera-ready art and color specifications are available free from the CIWMB.
- 5) The slogan, "Zero Waste – You Make It Happen!" Where space is a constraint, the Grant Manager may allow exceptions. Exceptions must be pre-approved in writing.

**Publicity &
Education Reporting
Samples**

For audit purposes, Grantees are required to retain samples of all Publicity & Education materials for three years after the close of the grant term, or a longer period of time if warranted to resolve any issues with this grant. (See Audit/Records Access with the Terms and Conditions, Exhibit A, for more information.)

¹ There are only two acceptable Spanish translations: "Financiado por una beca del California Integrated Waste Management Board" or "Patrocinado por fondos del California Integrated Waste Management Board." For other languages, you must work with a certified translator or person fluent in reading and writing that language.

Copyright Requirements

The following language must appear on any copyrightable material produced with Board funds:

Copyright language: © {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB.

Examples of copyrightable material include, but are not limited to:

- CDs and DVDs or audio and/or visual material
- Computer Software
- Brochures, pamphlets, and reproduction of advertisements designed for distribution

Please check with your CIWMB Grant Manager with specific questions about the applicability of using the copyright language. Omission of this language must be pre-approved, in writing, by the CIWMB Grant Manager.

Graphics are available on the CIWMB's website at:

<http://www.ciwmb.ca.gov/UsedOil/graphics/HHWArt/>

The used oil graphics are also available on the CIWMB's website at www.ciwmb.ca.gov/UsedOil/graphics/default.htm#usedoil.

Use the state colors (blue oil drop on yellow background) on any material produced in 4 or more colors. (Color designation for professional printing: Yale Blue-pantone 286C; Golden Yellow-pantone 123C.)

The following materials and items require written approval from your CIWMB Grant Manager prior to incurring the expense. These items include:

1. Premiums, if the per item cost exceeds six dollars (\$6).
2. All television, video, and radio scripts.

The Progress Reports cover activities from the preceding calendar year.

- 1st Progress Report Due 2/16/09 covers period from 6/30/08 to 12/31/08)
- 2nd Progress Report Due 2/15/10 covers period from 1/01/09 to 12/31/09)
- 3rd Progress Report Due 2/15/11 covers period from 1/01/10 to 12/31/10)

The reports should include, at a minimum, the following:

Graphics



Written Pre-Approval Required for Select Publicity and Education Materials

Progress Reports: Due:

February 16, 2009

February 15, 2010

February 15, 2011

Progress Reports:**Due:****February 16, 2009****February 15, 2010****February 15, 2011****(cont.)**

1. The Grant number, Grantee's name, and reporting period.

The following disclaimer must appear on the cover page of the report:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

2. A description of work completed, arranged by the Reporting and Expenditure Categories as shown in your Work Plan. Include as an overall summary, or in each section, responses to the following questions as applicable:
 - a) What are the unique or new activities/technologies?
 - b) What were the successes (so far) in relation to goals and objectives?
 - c) What problems/challenges were discovered during implementation?
 - d) How did you resolve them?
 - e) What "best practices" might be shared with other jurisdictions?
3. A brief discussion of work to be conducted during the next reporting period (remainder of calendar year). If necessary, discuss any adjustments to the Work Plan resulting from your process evaluation. Your CIWMB Grant Manager must give written pre-approval for any changes to the Work Plan or Budget.

Final Progress**Report Due:****September 30, 2011**

The Final Progress Report covers activities from 1/01/11 through 9/30/11; additionally, it summarizes the previously reported grant period (6/30/08 through 12/31/10). It may be submitted early if activities are completed and all funds expended before the end of the grant term. Grants are not considered closed until all the reporting requirements have been met, all available funding has been expended or returned to the CIWMB, and/or the grant term has expired.

Note: The Final Report due date coincides with the closure of the grant term to encourage Grantee to complete documentation with grant funding. Costs incurred after the end of the grant term on 9/30/11 (for example to complete the Final Report and Payment Request) will not be eligible for reimbursement through the grant and must be paid for by the Grantee.

The final report requires additional documentation and includes:

1. The Grant number, Grantee's name, and Grant Term.

**Final Progress
Report Due:
September 30, 2011
(cont.)**

The following disclaimer must appear on the cover page of the report:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

2. Description of activities that were undertaken, continued, and completed during the reporting period. Activities must be arranged by the categories shown in Grantee's approved Work Plan.
3. Summary of results, as applicable to Grantee's Work Plan, including- but not limited to, the following (not all items listed below will be applicable to all Grant Projects):

For Permanent Facilities and Temporary/Mobile Collection Events:

- a) Number of participants served by each facility and temporary/mobile collection event during grant term.
- b) Map of existing and new collection sites and temporary/mobile collection events and the target audience(s) served during grant term.
- c) Gallons of used oil and number of used oil filters collected at each facility or temporary/mobile collection event during grant term.
- d) Cost of each permanent facility and/or temporary/mobile collection event held (excluding publicity) during grant term.
- e) Cost per gallon of oil collected and cost per used oil filter collected at each permanent facility or temporary/mobile collection event (excluding publicity) during grant term.
- f) Cost per participant served at each permanent facility or temporary/mobile collection event (excluding publicity) during grant term.

For Residential Collection Programs:

- a) Number of curbside/door-to-door stops during the grant term, or number of households served by curbside collection (if number of stops are not tracked) during the grant term.
- b) Amount of used oil in gallons and number of used oil filters collected during the grant term.
- c) Cost per gallon of used oil collected and cost per used oil filter collected by curbside/door-to-door pickup.
- d) Cost per household served by curbside/door-to-door pickup.

For Publicity Education/Outreach efforts:

- a) Description of target audience(s).

Final Progress**Report Due:**

September 30, 2011

(cont.)

- b) Number of community events attended during the grant term and number of people stopping at your booth.
 - c) Number of people surveyed.
 - d) Number of outreach presentations conducted during the grant term and number of students, teachers, and other participants who attended the presentations.
 - e) Outreach materials developed (such as, brochures, shop rags, oil filter holders, door hangers, etc.) and number distributed (include distribution method) during the grant term.
 - f) Total estimated number of people reached through publicity and education efforts during the grant term.
 - g) Explanation as to which event and/or publicity strategy was most effective in reaching the target audience and leading to the desired behavior change.
 - h) Cost of public education and outreach per gallon of used oil collected and cost per used oil filter collected.
 - i) Cost of public education/outreach per participant.
4. **Evaluation of program outcome during the grant term.**
- a) Did you see a decrease in illegal dumping incidents?
 - b) Did the amount of used oil and oil filters collected and recycled increase or decrease compared to your baseline? If so by what percentage?
 - c) What statistical tests or questionnaires were used to evaluate project effectiveness? Provide a summary of results. (Include samples and related reports.)
 - d) What were the successes in relation to goals and objectives?
 - e) What problems/challenges emerged during implementation? How did you resolve them?
 - f) What would you do differently if you had the program to design all over again?
5. What "best practices" might be shared with other jurisdictions?

Samples of Premiums and Printed Material

- a) A digital image of each premium item in a commonly accepted format, and all final printed publicity and education materials. The photographs of the premiums must show compliance with requirements of the grant (i.e. oil logo, "Funded by a grant from..." and "Zero Waste..." phrases. See "Acknowledgement" provision within Exhibit A- Terms and Conditions). More than one digital image may be submitted if needed to capture all required components or to accurately illustrate the item. If compliance with procedures cannot be clearly captured in a photographic image, then an original

**Final Progress
Report Due:
September 30, 2011
(cont.)**

- copy of the premium item must be submitted.
- b) A PDF copy of graphics is acceptable. The CIWMB Grant Manager may ask for a copy of the graphic in its original format.
 - c) Two photographs, from different angles, for large items such as equipment or structures.
 - d) A photograph of each event attended or conducted (if not previously submitted).

6. **Samples of final Television, Video and Radio Ads.** A final copy of each ad (if not previously submitted) in the appropriate media format (DVD format for videos and CD-rom for radio ads).

7. **Copies of any work product** identified in the Work Plan (e.g., photographs and descriptions of equipment, structures, events, etc.) that were produced, purchased or conducted (unless previously submitted).

8. A completed and signed **Recycled-Content Certification Form** (CIWMB 74G) for all items purchased with grant funds. Submit a separate RCP form from each supplier for each item purchased with grant funds.

**Self-Assessment
Checklist**

The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with administrative requirements.

**Fiscal Reporting and
Payment Request
Details**

Required Documents and Format for Payment Request

A complete payment request must include the following items in the order listed.

1. **Grant Payment Request Form** (CIWMB 87) – This form must be signed by the individual authorized by the Resolution. Please remember to type or print the individual's name and title below the signature.
2. **Expenditure Itemization Summary (EIS)** (CIWMB 667) - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee's approved Budget and Work Plan.

Each EIS must be accompanied by supporting documentation for each line item expense. The supporting documentation should be a receipt, or if not, a purchase order or invoice with proof of payment (e.g. cancelled check, bank statement, accounting report) or other proof of payment documentation. The Grantee should retain the original documents.

**Fiscal Reporting and
Payment Request
Details (cont.)**

Contact your CIWMB Grant Manager for approval prior to submission if you would like to provide some other form of supporting documentation.

The EIS must include the following certification:

"I certify under penalty of perjury, under the laws of the State of California, that the above information is correct and that all funds received have been expended in accordance with the Grant."

The certification must be dated and signed by the person authorized in the Grantee's Resolution. An EIS received without the signed certification will not be approved.

3. Supporting Documentation – Documentation for all expenditures claimed on the Grant Payment Request should be retained for a minimum of three (3) years after closeout of the grant term for audit purposes. (see Audit/Records Access in Terms and Conditions, Exhibit A) Types of acceptable documentation include, but are not limited to:

- a) **Receipts.** Receipts must include the vendor's name, vendor's telephone number, and address, description of goods or services purchased, amount due, and date. If there is more than one receipt from a vendor, list them separately on the EIS and include receipt or invoice numbers.
- b) **Purchase orders with proof of payment.** Purchase orders should include the same information as receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
- c) **Invoices with proof of payment.** Invoices should contain the same information as receipts and purchase orders and must be accompanied by the same proofs of payment as are described for purchase orders (see above).

Personnel Expenditure Summary Form (CIWMB 165 or Grantee's own version). Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your CIWMB Grant Manager). This form can be found at CIWMB's website: <http://www.ciwmb.ca.gov/Grants/Forms/>

- d) **Travel Expense Form (CIWMB form or Grantee's version).** Document costs related to travel and include supporting documentation. This form can be found at CIWMB's website: <http://www.ciwmb.ca.gov/Grants/Forms/>.

**Fiscal Reporting and
Payment Request
Details (cont.)**

The CIWMB Grant Manager shall authorize payment upon approval of a complete and accurate Grant Payment Request package and, where applicable, approval of all required reports. A payment request **may be submitted more frequently**, either on a quarterly or a monthly basis, as long as a description/report of activities completed during that time period is included.

Forms for a Payment Request

All forms can be downloaded from the CIWMB's website at <http://www.ciwmb.ca.gov/Grants/Forms/>, or contact your CIWMB Grant Manager.

Ten Percent Withhold

Ten percent (10%) will be withheld from each Grant Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in the Grant Agreement have been satisfactorily completed.

Services Rendered

Goods and services must be paid for and received within the period from the Notice to Proceed and before the end of the grant term (9/30/2011) considered the Grant Performance Period. Proof of delivery is required.

**Exceptions and Audit
Considerations**

Exceptions to certain provisions of these Procedures and Requirements may be considered on a case-by-case basis. The CIWMB Grant Manager is only authorized to grant exceptions where such authority is expressly specified in this Agreement.

Requests must be submitted in writing, and approved in writing, by your CIWMB Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Grant Agreement for audit purposes.

The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for at minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts

**Exceptions and Audit
Considerations**
(cont.)

and change orders, samples of items and materials developed with grant funds, and/or canceled checks.

Refer to the Terms and Conditions FY 2007/08 (Exhibit A) for more information.

WORK PLAN

List the goals, objectives, tasks/activities, sub-tasks, staff/contractor, and timeframes necessary to complete your project. The Work Plan tasks/activities should match the tasks/activities identified in the Budget.

TASK #	TASK/ACTIVITY DESCRIPTION	RESPONSIBLE PERSON (contractor/staff, include name & title)	EVALUATION METHOD (survey, workshop, etc.)	TIMEFRAME (month/year-month/year)	BUDGET CATEGORY
GOAL 1: To educate and create awareness of recycling used oil and oil filters among residents in the Florence-Firestone area.					
OBJECTIVE Increase awareness of the importance of proper disposal of used oil and oil filters among the targeted community by 15% percent.					
Task A	Design and conduct aggressive media outreach, education, and advertisements. Activity #1: Design and implement a print advertising campaign including: <ul style="list-style-type: none"> • Language-specific press releases and advisories • Advertising in print <ul style="list-style-type: none"> a. Eastern Group Publication b. Hoy c. American Print Media • Direct mail advertising 	DPW Staff	Number and type of advertising materials developed. Number of pieces sent by direct mail; Print circulation, readership, and number of impressions.	10/2008 – 10/2009	Publicity / Education

STATE OF CALIFORNIA
GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

Task B	Develop and obtain English-Spanish promotional items to encourage people to properly handle the recycling of used oil and oil filters.	Publicity / Education	
<p>Activity #1: Solicit bids from vendor and purchase DIYer specific promotional items, and identify method of distribution.</p> <ul style="list-style-type: none"> • Used Oil Containers • Oil Filter Containers • Shop Towels • Oil Funnels • Oil Filters <p>Activity #2: Develop a sticker for the containers.</p> <ul style="list-style-type: none"> • Develop sticker artwork. Obtain approval. • Solicit bids from vendors for printing and award project for production. • Stickers to be turned over to vendor for application on containers. <p>Activity #3: Distribute promotional items at identified distribution outlets.</p> <ul style="list-style-type: none"> • Allocate number of containers, shop towels, and funnels between the initial one-time mobile collection kick-off event and oil filter exchange events. 	<p>DPW Staff</p>	<p>Promotional items produced and distributed.</p>	<p>10/2008 – 12/2008</p>
	<p>DPW Staff</p>	<p>Material developed.</p>	<p>11/2008-01/2009</p>
	<p>DPW Staff</p>	<p>Promotional items distributed.</p>	<p>03/2009</p>

GOAL 2:

Improve used motor oil and oil filter collection opportunities for residents living in the Florence-Firestone area.

OBJECTIVE

- By June 2010, reduce the gallons of used oil and the number of filters illegally dumped in the unincorporated community of Florence-Firestone by 5%.
- By June 2010, increase the gallons of used oil and the number of oil filters collected at certified collection centers and from the curbside collection program by a total of 5%.

TASK #	TASK/ACTIVITY DESCRIPTION	RESPONSIBLE PERSON (contractor or staff; include name & title)	EVALUATION METHOD (survey, workshop, etc.)	TIMEFRAME (month/year- month/year)	BUDGET CATEGORY
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STATE OF CALIFORNIA
GRANT APPLICATION FORM

CWMB 243-UOG (New 2/08)

Implement the pilot Used Motor Oil and Oil Filter Curbside Collection Program and Conduct Filter Exchange Events.

Goal 2

Task A

Activity #1: Develop a plan identifying all necessary steps and logistics involved with implementing and promoting a used oil and oil filter curbside collection program

Activity#2: Solicit bids from vendors to pick-up, transport, and properly dispose and recycle used oil filters and used oil.

Activity #3: Conduct preliminary promotion of the new upcoming services via flyer distribution, print ad, and direct mail; also, at the same time, promote the upcoming one-time mobile collection event that will launch the curbside program.

- Develop artwork for the flyer, print ad, and direct mail.
- Contact newspaper publications and place ads.
- Distribute flyers.
- Obtain quote from direct mail
- Send out direct mail

Activity #4: Launch the curbside collection program with a kick-off one-time mobile oil filter and used oil collection event. Distribute promotional items. Conduct a short intercept survey.

- Select venue for the kick-off event.
- Develop event flyer, print ad artwork
- Prepare promotional items for distribution at the event.
- Develop pledge forms.
- Develop survey questionnaire.

Activity #5: Implement pilot curbside collection program.

Activity #6: Evaluate Program effectiveness and make modifications/improvements as necessary

Used Oil Opportunity Grant Program 9th Cycle (FY 2007/08)

Curbside
Collection /
Temporary
Collection
Event.

10/2008-

11/2008

11/2008-

12/2008

01/2009-

03/2009

03/2009-

04/2009

04/2009-

04/2010

05/2010-

06/2010

DPW Staff

DPW Staff

DPW Staff

DPW
Staff/Contractor

Contractor
DPW
Staff/Contractor

Materials
developed.

Materials
developed.

Promotional
items
distributed.

Number of
signed pledge
forms.

Completed
survey forms.

Calls
received.

Amount of oil
and filters
collected.

of participants.

GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

Task B	Temporary Collection Events			
<p>Hold four oil filter exchange events during the pilot period at Kragen Auto Parts in Florence-Firestone.</p> <p>Activity #1: Develop a plan identifying all necessary steps and logistics involved in conducting a "Used Oil Filter Exchange" event at specified CCC; identify event dates.</p> <ul style="list-style-type: none"> • Coordinate with Kragen Auto Parts and obtain approval. 	<p>05/2009-06/2009</p>	<p>DPW Staff</p>		
<p>Activity #2: Research and solicit for a vendor to pick-up, transport, and properly dispose and recycle used oil filters from Kragen Auto Parts</p>	<p>06/2009-07/2009</p>	<p>DPW Staff</p>		
<p>Activity #3: Promote the event via flyer distribution, print ad, and street banner.</p> <ul style="list-style-type: none"> • Develop event flyer, print ad, and street banner artwork. • Place ads on identified publications. 	<p>07/2009-09/2010</p>	<p>DPW Staff</p>	<p>Materials developed. Newspaper circulation and readership.</p>	
<p>Activity #4: Conduct oil filter exchange events. Conduct a short intercept survey.</p> <ul style="list-style-type: none"> • Develop survey questionnaire. • Develop pledge forms. 	<p>09/2009-09/2010</p>	<p>DPW Staff/Contractor</p>	<p>Completed survey forms. Signed pledge forms.</p>	
<p>Activity #5: Assess each filter exchange events.</p>	<p>09/2009-09/2010</p>	<p>DPW Staff</p>	<p>Filters collected.</p>	

BUDGET

List costs for each task/activity or sub-task identified in your Work Plan. The personnel calculation or cost is the hourly rate multiplied by hours worked. Round Budget amounts to the nearest whole dollar. Include copies of bids/estimates for all major items and indicate those items on the Budget with an asterisk.

	Category/Description Awareness Campaign	Amount
Goal 1, Task A, Activity #1	Print Advertising Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none">• Press releases and advisories• Print Ads<ul style="list-style-type: none">a. Eastern Group Publication x 2 insertions x \$855 each \$1,710b. Hoy x 2 insertions x \$425.50 each \$851c. American Print Media x 2 insertions x \$862.50 each \$1,725• Direct mail x \$1.50 X 26000 (in-kind) \$39,000 <div>\$43,286 (\$7,06 grant funds, \$39,000 matching funds)</div> <ul style="list-style-type: none">• <u>Personnel:</u><ul style="list-style-type: none">• 2 Staff (10 hours each) - 20 hours x \$50 (In-kind) \$1,000 <div>Total = \$44,286</div>	
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none">• <u>Non-Personnel</u>• <u>Personnel:</u><ul style="list-style-type: none">2 Staff @ 20 hrs each x \$50 (In-kind)	<div>\$0</div> <div>\$2,000</div> <div>Total=\$2,000</div>
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none">• 11-qt oil container x 1,000 x \$8.77 each \$8,770• Filter container x 1,000 x \$8.56 each \$8,560• Shop Towels x 2,500 x \$0.67 each \$1,675• Oil Funnels x 2,400 x \$0.63 each \$1,512• Oil Filters x 540 x \$10 each \$5,400 <div>\$25,917</div> <u>Personnel:</u> <div>2 Staff @ 20 hrs each x \$50 (In-kind)</div> <div>\$2,000</div> <div>Total=\$27,917</div>	
Goal 1, Task B, Activity #2	Production of Sticker <u>Non-Personnel Costs:</u> <ul style="list-style-type: none">• Printing of Sticker x 2,000 x \$2.00 \$4,000 <u>Personnel:</u> <ul style="list-style-type: none">• 4 Staff @ 20 hrs. each x \$50 (In-kind) \$4,000	

EXHIBIT D

BUDGET

List costs for each task/activity or sub-task identified in your Work Plan. The personnel calculation or cost is the hourly rate multiplied by hours worked. Round Budget amounts to the nearest whole dollar. Include copies of bids/estimates for all major items and indicate those items on the Budget with an asterisk.

	Category/Description Awareness Campaign	Amount
Goal 1, Task A, Activity #1	Print Advertising Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Press releases and advisories Print Ads <ul style="list-style-type: none"> a. Eastern Group Publication x 2 insertions x \$855 each \$1,710 b. Hoy x 2 insertions x \$425.50 each \$851 c. American Print Media x 2 insertions x \$862.50 each \$1,725 Direct mail x \$1.50 X 26000 (in-kind) \$39,000 <p style="text-align: right;"><u>\$43,286</u> ((\$7,06 grant funds, \$39,000 matching funds)</p> <ul style="list-style-type: none"> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff (10 hours each) - 20 hours x \$50 (In-kind) \$1,000 <p style="text-align: right;">Total = \$44,286</p>	
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none"> <u>Non-Personnel</u> \$0 <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (In-kind) \$2,000 <p style="text-align: right;">Total=\$2,000</p>	
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> 11-qt oil container x 1,000 x \$8.77 each \$8,770 Filter container x 1,000 x \$8.56 each \$8,560 Shop Towels x 2,500 x \$0.67 each \$1,675 Oil Funnels x 2,400 x \$0.63 each \$1,512 Oil Filters x 540 x \$10 each \$5,400 <p style="text-align: right;"><u>\$25,917</u></p> <ul style="list-style-type: none"> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (In-kind) \$2,000 <p style="text-align: right;">Total=\$27,917</p>	
Goal 1, Task B, Activity #2	Production of Sticker <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Printing of Sticker x 2,000 x \$2.00 \$4,000 <ul style="list-style-type: none"> <u>Personnel:</u> <ul style="list-style-type: none"> 4 Staff @ 20 hrs. each x \$50 (In-kind) \$4,000 	

List costs for each task/activity or sub-task identified in your Work Plan. The personnel calculation or cost is the hourly rate multiplied by hours worked. Round Budget amounts to the nearest whole dollar. Include copies of bids/estimates for all major items and indicate those items on the Budget with an asterisk.

	Category/Description <u>Awareness Campaign</u>	Amount
Goal 1, Task A, Activity #1	Print and Outdoor Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> • Press releases and advisories • Print Ad <ul style="list-style-type: none"> a. Eastern Group Publication x 2 insertions x \$855 each b. Hoy x 2 insertions x \$425.50 each c. American Print Media x 2 insertions x \$862.50 each • Billboard in 4 locations including production and installation (\$500 each for space for 4 weeks, \$190 each for production per poster) <ul style="list-style-type: none"> • Direct mail x \$1.50 X 26000 (in-kind) • <u>Personnel:</u> <ul style="list-style-type: none"> • 2 Staff (10 hours each) - 20 hours x \$50 (<u>In-kind</u>) 	 \$1,710 \$851 \$1,725 <hr/> Grant \$4,286 \$39,000 \$1,000 In-kind \$40,000 <hr/> Total = \$44,286
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none"> • <u>Non-Personnel</u> • <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (<u>In-kind</u>) 	 \$0 In-kind \$2,000 Total= \$2,000
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> • 11-qt oil container x 1,000 x \$8.77 each • Filter container x 1,000 x \$8.58 each • Shop Towels x 2,450 x \$0.67 each • Oil Funnels x 2,400 x \$0.63 each • Oil Filters x 540x10 <u>Personnel:</u> <ul style="list-style-type: none"> • 2 Staff @ 20 hrs each x \$50 (<u>In-kind</u>) 	 \$8,770 \$8,580 \$1,641 \$1,512 \$5,400 Grant \$25,903 In-kind \$2,000 Total= \$27,903

Goal 1, Task B, Activity #2	Production of Sticker <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Printing of Sticker x 2,000 x \$2.00 <u>Personnel:</u> <ul style="list-style-type: none"> 4 Staff @ 20 hrs. each x \$50 <u>(In-kind)</u> 	Grant \$4,000 In-kind \$4,000 Total = \$ 8,000
Goal 1, Task B, Activity #3	Distribution of Promotional Items <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 40 hrs each x \$50 <u>(In-kind)</u> 	\$0 In-kind \$4,000 Total = \$4,000
Category Description Implementing "Door to Door" used oil Collection Program		
Goal 2 Task A Activity 1	Develop Plan <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 Staff @ 20 hours each x \$50 an hr <u>(In-kind)</u> 	\$0 In-kind \$1,000 Total = \$1,000
Goal 2 Task A Activity 2	Research and Solicit Vendor to pick up, transport and dispose of used oil and filters <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 staff @ 15 hours each \$50 an hr x (In Kind) 	\$0 In-kind \$750 Total = \$750
Goal 2 Task A Activity 3	Conduct preliminary promotion of the new upcoming services. Via flyer distribution, print ad, and direct mail. <u>Non-Personnel Costs:</u> Print Ad <ul style="list-style-type: none"> d. Eastern Group Publication x 2 insertions x \$855.60 each e. Hoy x 2 insertions x \$425.50 each f. American Print Media x 2 insertions x \$862.50 	\$1,711 \$851 \$1,725

GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

Goal 2 Task B Activity 3	Promote the event via flyer distribution, and print ads	
	<u>Non-Personnel Costs:</u>	
	Print Ads	
	<ul style="list-style-type: none"> i. Eastern Group Publication x 4 insertions x \$855.60 each \$ 3,422 j. Hoy x 4 insertions x \$425.50 each \$ 1,702 k. American Print Media x 4 insertions x \$862.50 each \$ 3,450 l. Flyer distribution for 26,000 pieces \$.50/ piece \$13,000 	
		<u>\$21,574</u>
	<u>Personnel</u>	
	<ul style="list-style-type: none"> • 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$1,000
		Total = \$22,574
Goal 2 Task B Activity 4	Conduct oil filter exchange events. Conduct a short intercept survey.	
	<u>Non-Personnel Costs:</u>	
	<ul style="list-style-type: none"> • Curbside inc filter exchange event @ 1250 per event . X 4 exchange events = \$5000 	\$5,000
	<u>Personnel</u>	
	<ul style="list-style-type: none"> • 2 @ 40 hours each X \$ 50 an hr = \$4,000 	\$4,000
		<u>Total = \$ 9,000</u>
	Budget Total	<u>\$224,764</u>
	Grant funds requesting	\$150, 000
	County Matching funds	\$74,764

Note: See Application Guidelines for Budget example

This document may be reproduced, enlarged, and customized as necessary. Personnel calculation:
rate X hours = cost

Reliable Contractor Declaration

This form must be completed and submitted to the California Integrated Waste Management Board (CIWMB) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CIWMB's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to the CIWMB a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page for a listing of events, or refer to www.ciwmb.ca.gov/Regulations/Title14/.

Please return the completed form(s) to:

California Integrated Waste Management Board
Used Oil Opportunity Grant Program
Attn: Angela Parker
P.O. Box 4025
Sacramento, CA 95812-4025

Grantee Information (Please Print)

Grantee Name: _____

Primary Contact: _____

Contractor Information (Please Print)

Contractor Name: _____

Mailing Address: _____

Authorized Contractor Representative: _____

As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.

Signature: _____

Date: _____

STATE OF CALIFORNIA
GRANT APPLICATION FORM
 CIWMB 243-UOG (New 2/08)

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

		<u>Total=\$8,000</u>
Goal 1, Task B, Activity #3	Distribution of Promotional Items <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 40 hrs each x \$50 (<u>In-kind</u>) 	\$0 \$4,000 <u>Total=\$4,000</u>
Category/Description Implement a "Door to Door" used oil Collection Program		
Goal 2 Task A Activity 1	Develop Plan <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 Staff @ 20 hours each x \$50 an hr (<u>In-kind</u>) 	\$0 \$1,000 <u>Total \$1,000</u>
Goal 2 Task A Activity 2	Research and Solicit Vendor to pick up, transport and dispose of used oil and filters <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 staff @ 15 hours each \$50 an hr x (In Kind) 	\$0 \$ 750 <u>Total \$750</u>
Goal 2 Task A Activity 3	Conduct preliminary promotion of the new upcoming services. Via flyer distribution, print ad, and direct mail. <u>Non-Personnel Costs:</u> Print Ad <ul style="list-style-type: none"> d. Eastern Group Publication x 2 insertions x \$855.60 each \$1,711 e. Hoy x 2 insertions x \$425.50 each \$851 f. American Print Media x 2 insertions x \$862.50 each \$1,725 g. Direct mail x 1.50 piece x 12000 \$18,000 h. Flyer distribution for 26,000 pieces \$ 13,000 <u>Personnel:</u> <ul style="list-style-type: none"> 2 staff @ 10 hours each x \$50 an hr (In Kind) 	\$35,287 \$ 1,000 <u>Total \$36,287</u>

GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

Goal 2 Task A Activity 4	Launch the program with kick-off mobile used oil and filter collection event, distribute promotional material. <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> One-time mobile collection event x \$1,450 <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$1,450 \$1,000 <hr/> Total = \$2,450
Goal 2 Task A Activity 5	Implement Pilot Curbside Collection program <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> 3% of 25,000 households \$70x 750 <u>Personnel:</u> <ul style="list-style-type: none"> 2 staff @100 hours(through out year) each x \$50 an hr 	\$ 52,500 \$ 10,000 <hr/> Total = \$62,500
Goal 2 Task A Activity 6	Evaluate program effectiveness and implement modifications/improvements as necessary. <u>Non-Personnel Costs:</u> None <u>Personnel:</u> <ul style="list-style-type: none"> 2 staff @ 20 hours each x \$ 50 hr = 	\$0 \$ 2000 <hr/> Total = \$2000
Goal 2 Task B	Hold four oil filter exchange events during the first year at Kragen in Florence-Firestone.	
Goal 2 Task B Activity 1	Develop plan identifying steps for conducting used oil/filter exchange event at Specified CCCs. <u>Non-Personnel</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr <u>(in-Kind)</u> 	\$0 \$ 1,000 <hr/> Total = \$1,000
Goal 2 Task B Activity 2	Research for vendor to pick-up, transport, and properly dispose of used oil and filters. <u>Non-Personnel:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$0 \$ 1,000 <hr/> Total = \$ 1,000

	<p>each</p> <p>g. Direct mail x 1.50 piece x 12000</p> <p>h. Flyer distribution for 26,000 pieces</p> <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 staff @ 10 hours each x \$50 an hr (In Kind) 	<p>\$18,000</p> <p>\$13,000</p> <p>Grant: \$35,287</p> <p>In Kind: \$1,000</p> <p>-----</p> <p>Total = \$36,287</p>
Goal 2 Task A Activity 4	<p>Launch the program with kick-off mobile used oil and filter collection event, distribute promotional material.</p> <p><u>Non-Personnel Costs:</u></p> <ul style="list-style-type: none"> One-time mobile collection event x \$1,450 <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	<p>Grant: \$1,450</p> <p>In Kind: \$1,000</p> <p>Total = \$2,450</p>
Goal 2 Task A Activity 5	<p>Implement Pilot Curbside Collection program</p> <p><u>Non-Personnel Costs:</u></p> <ul style="list-style-type: none"> 3% of 25,000 households \$70x 750 <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 staff @100 hours(through out year) each x \$50 an hr 	<p>Grant: \$62,500</p> <p>In Kind: \$40,000</p> <p>Total = \$62,500</p>
Goal 2 Task A Activity 6	<p>Evaluate program effectiveness and implement modifications/improvements as necessary.</p> <p><u>Non-Personnel Costs:</u> None</p> <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 staff @ 20 hours each x \$ 50 hr = 	<p>\$0</p> <p>In Kind: \$2,000</p> <p>Total = \$2,000</p>
Goal 2 Task B	Develop plan identifying steps for conducting used oil/filter exchange event at Specified CCCs.	\$0

Activity 1	<u>Non-Personnel</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr <u>(in-Kind)</u> 	In Kind = \$1,000 <hr/> Total = \$1,000
Goal 2 Task B Activity 2	Research for vendor to pick-up, transport, and properly dispose of used oil and filters. <u>Non-Personnel:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$0 In Kind = \$1,000 <hr/> Total = \$1,000
Goal 2 Task B Activity 3	Promote the event via flyer distribution, print ad, and street banner. <u>Non-Personnel Costs:</u> <p>Print Ad</p> <ul style="list-style-type: none"> i. Eastern Group Publication x 4 insertions x \$855.60 each \$3,422 j. Hoy x 4 insertions x \$425.50 each \$1,702 k. American Print Media x 4 insertions x \$862.50 each \$3,450 l. Flyer distribution for 26,000 pieces \$.50/ piece \$13,000 <u>Personnel</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	Grant = \$21,574 In Kind = \$1,000 <hr/> Total = \$22,574
Goal 2 Task B Activity 4	Conduct oil filter exchange events. Conduct a short intercept survey. <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Curbside inc filter exchange event @ 1250 per event . X 4 exchange events = \$5000 <u>Personnel</u> <ul style="list-style-type: none"> 2 @ 40 hours each X \$ 50 an hr = \$4,000 	Grant = \$5,000 In Kind = \$4,000 <hr/> Total = \$9,000
Budget Total		

	Grant funds requesting	\$150,000
	County Matching funds (In Kind)	\$74,750

EXHIBIT A

TERMS AND CONDITIONS

USED OIL OPPORTUNITY GRANT PROGRAM Fiscal Year 2007/08 (Cycle 9)

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Used Oil Opportunity Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

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|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials. |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB." |
| 3. AIR OR WATER POLLUTION VIOLATION | Under the State laws, the Grantee shall not be:
<div style="margin-left: 20px;">a. In violation of any order or resolution not subject to review promulgated by</div> |

	<p>the State Air Resources Board or an air pollution control district;</p> <p>b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or</p> <p>c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.</p>
4. AMENDMENT	<p>No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.</p>
5. AMERICANS WITH DISABILITIES ACT	<p>The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)</p>
6. ANTITRUST CLAIMS	<p>The Grantee, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below.</p> <p>a. The Government Code Chapter on Antitrust claims contains the following definitions:</p> <p>1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.</p> <p>2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.</p> <p>b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.</p> <p>c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.</p> <p>d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of</p>

	action. See Government Code Section 4554.
7. ASSIGNMENT, SUCCESSORS AND ASSIGNS	<p>a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the CIWMB's prior written consent.</p> <p>b. The provisions of this Agreement shall be binding upon and inure to the benefit of the CIWMB, the Grantee, and their respective successors and assigns.</p>
8. AUDIT/RECORDS ACCESS	<p>The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]</i></p>
9. AUTHORIZED REPRESENTATIVE	<p>The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.</p>
10. AVAILABILITY OF FUNDS	<p>The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.</p>
11. CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <p>a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and</p> <p>b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.</p>
12. COMMUNICATIONS	<p>All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.</p>

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process, or to require and maintain on file a written justification for any exceptions thereto, when contracting for services required under this Agreement.

14. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CIWMB 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at:
www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

The Grantee and the CIWMB acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code Section 6250 et seq. The CIWMB agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

16. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the CIWMB must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.
-

If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420).

**17. CONTRACTORS/
SUBCONTRACTORS/
VENDORS —
DEFINITIONS**

Contractor: A person or entity that contracts with the Grantee to perform eighty percent (80%) or more of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Subcontractor: A person or entity that contracts with the Grantee or Contractor to perform a portion (less than eighty percent [80%]) of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.

**18. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

The Grantee and, if applicable, the Contractor, shall incorporate the Terms and Conditions – Exhibit A, and the Procedures and Requirements – Exhibit B, of the Agreement into any and all contracts and subcontracts entered into to fulfill any task(s) associated with this Agreement. However, nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

**19. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the
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	<p>CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.</p> <p>b. The CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). Used pursuant to license granted by CIWMB. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."</p>
20. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA	<p>When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.</p>
21. DISCLAIMER OF WARRANTY	<p>The CIWMB makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CIWMB employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall the CIWMB be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.</p>
22. DISCRETIONARY TERMINATION	<p>The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:</p> <ol style="list-style-type: none"> Submit a final written report describing all work performed by the Grantee; Submit an accounting of all grant funds expended up to and including the date of termination; and, Reimburse the CIWMB for any unspent funds.
23. DISPUTES	<p>Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.</p>
24. DRUG-FREE WORKPLACE CERTIFICATION	<p>The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:</p> <ol style="list-style-type: none"> Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for

	<p>violations.</p> <p>b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.</p> <p>c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.</p>
25. EFFECTIVENESS OF AGREEMENT	This Agreement is of no force or effect until signed by both parties.
26. ENTIRE AGREEMENT	This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.
27. ENVIRONMENTAL JUSTICE	In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
28. EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
29. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <p>a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or</p> <p>b. Cleanup of the environment; or</p> <p>c. Enforcement of solid waste statutes and regulations, as applicable.</p> <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <p>a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or</p> <p>b. The cleanup of the environment; or</p> <p>c. The enforcement of solid waste statutes and regulations, as applicable.</p>
30. FORCE MAJEURE	Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
31. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay

to the CIWMB any funds improperly expended.

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| 32. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES | The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures. |
| 33. GRANTEE ACCOUNTABILITY | The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB. |
| 34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE | The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement. |
| 35. GRANTEE'S NAME CHANGE | A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment. |
| 36. NATIONAL LABOR RELATIONS BOARD CERTIFICATION | The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.) |
| 37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY | The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CIWMB. |
| 38. NON-DISCRIMINATION CLAUSE | <ul style="list-style-type: none">a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 12900 et seq.b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.) |
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**39. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

40. PATENTS

The Grantee assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

41. PAYMENT

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- a. The Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.
 - b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
 - c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.
 - e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and
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Requirements.

**42. PERSONAL
JURISDICTION**

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

43. PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled.

**44. REAL AND PERSONAL
PROPERTY ACQUIRED
WITH GRANT FUNDS**

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which the CIWMB approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee. The Grantee shall execute all documents required to provide the CIWMB with a purchase money security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that the CIWMB shall be in first priority position with respect to the purchase money security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that the CIWMB will accept a lower priority position with respect to the purchase money security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
 - c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of the CIWMB.
 - d. The CIWMB will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CIWMB grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.
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**45. RECYCLED-CONTENT
CERTIFICATION**

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.doc.

46. RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
47. RECYCLED-CONTENT PRODUCT PROCUREMENT	In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/ . If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.
48. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
50. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
51. RESOLUTION	A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
52. SELF ASSESSMENT CHECKLIST	The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with grant administrative requirements.
53. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
54. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
55. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.

56. SWEATFREE CODE OF CONDUCT	<p>a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.</p> <p>b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CIWMB or its agent, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).</p>
57. TERMINATION FOR CAUSE	<p>The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to the CIWMB's ten percent (10%) retention policy.</p>
58. TIME IS OF THE ESSENCE	<p>Time is of the essence to this Agreement.</p>
59. TOLLING OF STATUTE OF LIMITATIONS	<p>The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to the CIWMB as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.</p>
60. UNION ORGANIZING	<p>By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:</p> <p>a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.</p> <p>b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.</p>
61. UNRELIABLE LIST	<p>Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5 If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be</p>

required to terminate that contract.

**62. VENUE/ CHOICE OF
LAW**

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 - b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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**63. WAIVER OF CLAIMS
AND RECOURSE
AGAINST THE STATE**

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

64. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan.

**65. WORKERS'
COMPENSATION/
LABOR CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Used Oil Opportunity Grant (9th Cycle) for FY 2007/08

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

Introduction

The Used Oil Opportunity Grant (OG) Program is administered through the California Integrated Waste Management Board (CIWMB). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

This document is attached to, and incorporated by reference, the Grant Agreement.

All documents submitted must be printed double-sided on one hundred percent (100%) recycled-content paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

Important Dates

June 30, 2008	Grant Term Begins pending the Notice to Proceed
February 16, 2009	Progress Report Due (covers 6/30/08 - 12/31/08)
February 15, 2010	Progress Report Due (covers 1/1/09 - 12/31/09)
February 15, 2011	Progress Report Due (covers 1/1/10 - 12/31/10)
September 30, 2011	Grant Term Ends
September 30, 2011	Final Report and Grant Payment Request Due (covers 1/1/11 - 9/30/11; and summarizes 6/30/08 - 12/31/10)

No extensions will be granted for submittal of final report.

Public Records

All documents submitted become the property of the CIWMB and are subject to disclosure under the Public Records Act. Do not submit confidential information.

Reliable Contractor Declaration

The Grantee must provide a declaration signed under penalty of perjury by the Grantee's contractor(s), if any, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor(s). See

Reliable Contractor Declaration (cont.)

"Contractors/Subcontractors" section in Exhibit A – Terms and Conditions for more information.

The declaration must be received and approved by the CIWMB Grant Manager (Grant Manager) prior to commencement of work. To obtain the Reliable Contractor Declaration form (CIWMB 168), see www.ciwmb.ca.gov/Grants/Forms/CIWMB168.doc or www.ciwmb.ca.gov/Grants/Forms/CIWMB168.pdf.

Questions?

All communication regarding this grant should be directed to your CIWMB Grant Manager unless otherwise specifically stated. To find the name and telephone number of your CIWMB Grant Manager, refer to www.ciwmb.ca.gov/HHW/Grants/Contacts.htm.

The Grantee may also call the Financial Assistance Division, Grant and Loan Resources Branch at (916) 341-6457.

Where to send Reports, Grant Payment Requests, etc.

Send your Reports, Grant Payment Requests, and all other written correspondence to your CIWMB Grant Manager's attention at:

California Integrated Waste Management Board
Financial Assistance Division
Used Oil Grant Program – MS9
P.O. Box 4025, 1001 "I" Street
Sacramento, CA 95812-4025
Attn: (your CIWMB Grant Manager's name)

Eligible Costs

All expenditures must be only for activities, products, and costs included in the grant's approved Work Plan (Exhibit C) and approved Budget (Exhibit D), and must be incurred, and services provided and goods received, after receiving Notice to Proceed and before the end of the Grant Term (i.e., Grant Performance Period). Any proposed revisions to the Work Plan and/or the Budget must be submitted and pre-approved **in writing** by the CIWMB Grant Manager prior to Grantee incurring the proposed expenditure. The approval document should be retained by the Grantee for a minimum of three years for audit purposes.

Overhead/Indirect Costs

The total cost of overhead/indirect cost charged to the grant shall not exceed ten percent (10%) of grant funds reimbursed and must be supported by a Cost Allocation Plan. These costs are expenditures not capable of being assigned, and not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, accounting services, and administrative salaries not directly related to grant activities are examples of overhead/indirect costs.

The following guidelines must be used when claiming these costs:

- All overhead and indirect costs charged to the grant must be

Eligible Costs (cont.)

associated with grant activities as shown in the approved Budget.

If you are uncertain whether a given cost is considered an overhead/indirect cost by the CIWMB, contact your CIWMB Grant Manager.

- Direct costs charged directly to the grant shall not be included in the overhead/indirect cost formula.
- Supervision performed by Managers and Supervisors can be included in the overhead/indirect cost formula, and therefore, will not be a direct charge to the grant. On the other hand, if a Manager or Supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. Any such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as overhead/indirect cost.
- The Grantee must have on file (and make available upon request) an internally approved Cost Allocation Plan which specifically documents how the cost amount was established and how it is supported by formal accounting records to substantiate the charges. It must identify program elements included in the overhead/indirect cost calculation and be approved by an appropriate Supervisor/Manager in your agency. See the sample "Cost Allocation Plan" calculation below:

Total department indirect cost divided by total department direct cost base equals overhead/indirect cost rate.

- The Grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by the CIWMB.

Stormwater

Stormwater pollution prevention programs related to used oil and oil byproducts may be eligible as grant expenses as follows:

Stormwater mitigation is defined in Public Resources Code 48618.4 to include "...the prevention of stormwater pollution from used oil and oil byproducts and the reduction or alleviation of the effect of stormwater pollution from used oil and oil byproducts by means of action taken on public property. Mitigation includes the installation of devices and implementation of practices that effectively prevent used oil and

Eligible Costs (cont.)

oil byproducts from causing stormwater pollution. Mitigation does not include the cleanup or restoration of polluted areas.”

Grantee may expend grant funds on only the following types of storm drain filters (inserts, debris screens):

- A debris screen that covers the opening to the storm drain inlet. (Regular municipal street-sweeping must occur where debris screens are installed.)
- A catch basin (streetside) inlet insert that **does not** contain oil absorbent media.
- A catch basin inlet insert that **does** contain oil absorbent media plus a debris screen that covers the opening to the storm drain inlet. (The debris screen prevents debris and sediment from entering the storm drain and obstructing the oil absorbent media.)
- A vertical drop-in parking lot inlet insert that **does** contain oil absorbent media (must be covered by a grate or debris screen).

Note: Periodic clean-out of catch basin inlet **inserts** and replacement of their oil-absorbent media are eligible for grant funding. However, street sweeping and clean-out of catch basin inlets without inserts are not eligible for grant funding.

Ineligible Costs

Any costs not included in your approved budget are ineligible for reimbursement. If you have any questions regarding ineligible costs, contact your CIWMB Grant Manager. Ineligible costs include, but are not limited to:

- Costs incurred prior to receiving the Notice to Proceed, or after the grant term
- Costs currently covered by another CIWMB loan, grant or contract
- Overhead/indirect costs in excess of the allowable percentage as defined under Eligible Costs above
- Any costs that are not consistent with local, state, and federal guidelines and regulations
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- Expenses for audits of the Grantee's entire organization, or portions thereof
- Pre-paid expenditures for future goods or services delivered beyond the end of the grant term. (Exemption: The CIWMB Grant Manager may consider approving products purchased in full before

Ineligible Costs **(cont.)**

the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the Grant Manager)

- Cell phones, pagers, cameras, personal digital assistants, personal computers and other similar electronic devices
- Profit or mark-up by the Grantee
- Movie theater screen advertising
- Any food or beverages (e.g., as part of meetings, workshops or events)
- **Purchase or lease of land or buildings**
- **Purchase or lease of vehicles**
- Development or customizing of school curricula
- Public education costs not directly tied to used oil, oil filter collection, or vehicle fleet use of re-refined oil
- Promotional items or premiums that exceed \$6 per item if no written pre-approval was obtained
- Promotional items or premiums that are not related to the grant or target audience
- Promotion of brand-name product(s) or private businesses with grant funds
- Overtime costs/Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events that are pre-approved in writing by the CIWMB Grant Manager when law or labor contract requires overtime compensation)
- Personnel costs incurred while an employee assigned to the project funded by the grant does not work on the project (e.g. use of accrued time such as sick leave, vacations, etc.)
- Out-of-state travel
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc. (For hotel and meal rates, see www.catravelmart.com and click on "Lodging Reimbursement Rates" for hotel maximum rates. Click on "DPA Lodging Reimbursement" for Meals and Incidentals and for Personal Vehicle Mileage Reimbursement.)
- Remediation (any cleanup or restoration of polluted areas)
- Enforcement activities
- Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) 40-hour and 24-hour courses
- Preparation of HHW Elements that are not related to used oil
- Transportation & disposal of non-oil HHW from any facility or event
- Equipment, materials or supplies at HHW facilities or antifreeze, battery, oil, and paint facilities (ABOP) not directly related to the collection of used oil and used oil filters
- Costs to maintain an existing HHW program where used oil is not collected

**Ineligible Costs
(cont.)**

- Management, handling, disposal, or treatment of radioactive explosive or medical wastes, and other extremely hazardous waste
- Developing a permanent facility on non-government managed property
- Any costs not deemed reasonable or related to the grant project by the CIWMB Grant Manager

**Recycled Content
Requirements**

All products containing recycled-content material that are purchased with grant funds must be reported. At a minimum, Grantees must report the percentage of recycled-content material for products purchased in the product categories listed below. Grantees must use a separate Recycled-Content Product Certification (RCP) Form (CIWMB 74G) for each supplier and submit these forms with the Final Progress Report. The form can be found at CIWMB's website and accessed by either Microsoft Word or Adobe Acrobat: www.ciwmb.ca.gov/HHW/Forms/.

Purchases of the following products with grant funds must meet the specific percentages of recycled-content, as described on the RCP form.

Paper Products	Printing & Writing Paper	Plastic Products
Compost & Co-Compost	Glass Products	Lubricating Oils
Paint	Solvents	Steel Products
Tires	Tire-Derived Products	

Any exceptions to the above requirements must be pre-approved by your CIWMB Grant Manager.

Recycled-content information for some commonly purchased Grant items may be found at:

www.ciwmb.ca.gov/UsedOil/Grants/Resources/Vendors/PromoProduct.doc

More information regarding RCP vendors and contractors may be found at: www.ciwmb.ca.gov/RCP/ For information about CIWMB's *Buy Recycled Program*, visit: www.ciwmb.ca.gov/BuyRecycled/.

**Large Equipment
CIWMB
Acknowledgement**

A CIWMB sticker (bumper sticker size) that displays the "used oil drop" logo including the text "Recycle Used Oil" and "Funded by a grant from the California Integrated Waste Management Board" is required to be affixed to all large pieces of equipment purchased with grant funds. When submitting the Final Report, the picture of this equipment should include the affixed sticker. CIWMB has stickers available at no cost which may be requested from your CIWMB Grant Manager.

**Requirements for
Publicity and
Education Items**

Premiums must be appropriate for the target audience; durable, and not likely to be disposed of in a short time or contribute to the waste stream or hazardous waste stream (e. g., any item containing batteries, mercury, etc.); and not promote a particular brand-name product or private business.

For all languages other than English, Grantee must work with a certified

**Requirements for
Publicity and
Education Items
(cont.)**

translator or person fluent in reading and writing the language. A description of the translator's qualifications, as well as an English version of the material(s), must be submitted with the final report. Of key importance is that the translated material is at a reading level appropriate for its targeted audience.

Materials or items purchased for publicity or educational purposes may be denied for reimbursement if they do not meet the requirements detailed in this section.

All items/materials, as appropriate, must meet the recycled-content product content requirements as set forth in the Terms and Conditions (Exhibit A) and described in the RCP Form, and must include the following:

- 1) Acknowledgement of the CIWMB funding that reads "Funded by a grant from the California Integrated Waste Management Board."¹ (Use of the initials "CIWMB" is not sufficient). Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line, or if it would interfere with the message (pencils, small magnets, etc.). All exceptions must be pre-approved in writing by your CIWMB Grant Manager.
- 2) Specific information on reducing the illegal disposal of used oil and/or used oil filters.
- 3) A list of Used Oil collection locations or a 24-hour hotline number. When locations are listed, include the following language: "Call for hours of operation and types of materials accepted". (Use the 1-800-CLEANUP number or www.cleanup.org website if Grantee does not maintain its own 24-hour hotline.)
- 4) A "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Filters" as appropriate. Camera-ready art and color specifications are available free from the CIWMB.
- 5) The slogan, "Zero Waste – You Make It Happen!" Where space is a constraint, the Grant Manager may allow exceptions. Exceptions must be pre-approved in writing.

**Publicity &
Education Reporting
Samples**

For audit purposes, Grantees are required to retain samples of all Publicity & Education materials for three years after the close of the grant term, or a longer period of time if warranted to resolve any issues with this grant. (See Audit/Records Access with the Terms and Conditions, Exhibit A, for more information.)

¹ There are only two acceptable Spanish translations: "Financiado por una beca del California Integrated Waste Management Board" or "Patrocinado por fondos del California Integrated Waste Management Board." For other languages, you must work with a certified translator or person fluent in reading and writing that language.

Copyright Requirements

The following language must appear on any copyrightable material produced with Board funds:

Copyright language: © {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB.

Examples of copyrightable material include, but are not limited to:

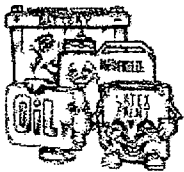
- CDs and DVDs or audio and/or visual material
- Computer Software
- Brochures, pamphlets, and reproduction of advertisements designed for distribution

Please check with your CIWMB Grant Manager with specific questions about the applicability of using the copyright language. Omission of this language must be pre-approved, in writing, by the CIWMB Grant Manager.

Graphics are available on the CIWMB's website at:

<http://www.ciwmb.ca.gov/UsedOil/graphics/HHWArt/>

Graphics



The used oil graphics are also available on the CIWMB's website at www.ciwmb.ca.gov/UsedOil/graphics/default.htm#usedoil.

Use the state colors (blue oil drop on yellow background) on any material produced in 4 or more colors. (Color designation for professional printing: Yale Blue-pantone 286C; Golden Yellow-pantone 123C.)

Written Pre-Approval Required for Select Publicity and Education Materials

The following materials and items require written approval from your CIWMB Grant Manager prior to incurring the expense. These items include:

1. Premiums, if the per item cost exceeds six dollars (\$6).
2. All television, video, and radio scripts.

Progress Reports: Due:

February 16, 2009

February 15, 2010

February 15, 2011

The Progress Reports cover activities from the preceding calendar year.

- **1st Progress Report** Due 2/16/09 covers period from 6/30/08 to 12/31/08)
- **2nd Progress Report** Due 2/15/10 covers period from 1/01/09 to 12/31/09)
- **3rd Progress Report** Due 2/15/11 covers period from 1/01/10 to 12/31/10)

The reports should include, at a minimum, the following:

Progress Reports:

Due:

February 16, 2009

February 15, 2010

February 15, 2011

(cont.)

1. The Grant number, Grantee's name, and reporting period.

The following disclaimer must appear on the cover page of the report:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

2. A description of work completed, arranged by the Reporting and Expenditure Categories as shown in your Work Plan. Include as an overall summary, or in each section, responses to the following questions as applicable:
 - a) What are the unique or new activities/technologies?
 - b) What were the successes (so far) in relation to goals and objectives?
 - c) What problems/challenges were discovered during implementation?
 - d) How did you resolve them?
 - e) What "best practices" might be shared with other jurisdictions?
3. A brief discussion of work to be conducted during the next reporting period (remainder of calendar year). If necessary, discuss any adjustments to the Work Plan resulting from your process evaluation. Your CIWMB Grant Manager must give written pre-approval for any changes to the Work Plan or Budget.

Final Progress

Report Due:

September 30, 2011

The Final Progress Report covers activities from 1/01/11 through 9/30/11; additionally, it summarizes the previously reported grant period (6/30/08 through 12/31/10). It may be submitted early if activities are completed and all funds expended before the end of the grant term. Grants are not considered closed until all the reporting requirements have been met, all available funding has been expended or returned to the CIWMB, and/or the grant term has expired.

Note: The Final Report due date coincides with the closure of the grant term to encourage Grantee to complete documentation with grant funding. Costs incurred after the end of the grant term on 9/30/11 (for example to complete the Final Report and Payment Request) will not be eligible for reimbursement through the grant and must be paid for by the Grantee.

The final report requires additional documentation and includes:

1. The Grant number, Grantee's name, and Grant Term.

**Final Progress
Report Due:
September 30, 2011
(cont.)**

The following disclaimer must appear on the cover page of the report:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

2. Description of activities that were undertaken, continued, and completed during the reporting period. Activities must be arranged by the categories shown in Grantee's approved Work Plan.
3. Summary of results, as applicable to Grantee's Work Plan, including- but not limited to, the following (not all items listed below will be applicable to all Grant Projects):

For Permanent Facilities and Temporary/Mobile Collection Events:

- a) Number of participants served by each facility and temporary/mobile collection event during grant term.
- b) Map of existing and new collection sites and temporary/mobile collection events and the target audience(s) served during grant term.
- c) Gallons of used oil and number of used oil filters collected at each facility or temporary/mobile collection event during grant term.
- d) Cost of each permanent facility and/or temporary/mobile collection event held (excluding publicity) during grant term.
- e) Cost per gallon of oil collected and cost per used oil filter collected at each permanent facility or temporary/mobile collection event (excluding publicity) during grant term.
- f) Cost per participant served at each permanent facility or temporary/mobile collection event (excluding publicity) during grant term.

For Residential Collection Programs:

- a) Number of curbside/door-to-door stops during the grant term, **or** number of households served by curbside collection (if number of stops are not tracked) during the grant term.
- b) Amount of used oil in gallons and number of used oil filters collected during the grant term.
- c) Cost per gallon of used oil collected and cost per used oil filter collected by curbside/door-to-door pickup.
- d) Cost per household served by curbside/door-to-door pickup.

For Publicity Education/Outreach efforts:

- a) Description of target audience(s).

Final Progress**Report Due:**

September 30, 2011

(cont.)

- b) Number of community events attended during the grant term and number of people stopping at your booth.
 - c) Number of people surveyed.
 - d) Number of outreach presentations conducted during the grant term and number of students, teachers, and other participants who attended the presentations.
 - e) Outreach materials developed (such as, brochures, shop rags, oil filter holders, door hangers, etc.) and number distributed (include distribution method) during the grant term.
 - f) Total estimated number of people reached through publicity and education efforts during the grant term.
 - g) Explanation as to which event and/or publicity strategy was most effective in reaching the target audience and leading to the desired behavior change.
 - h) Cost of public education and outreach per gallon of used oil collected and cost per used oil filter collected.
 - i) Cost of public education/outreach per participant.
4. **Evaluation of program outcome during the grant term.**
- a) Did you see a decrease in illegal dumping incidents?
 - b) Did the amount of used oil and oil filters collected and recycled increase or decrease compared to your baseline? If so by what percentage?
 - c) What statistical tests or questionnaires were used to evaluate project effectiveness? Provide a summary of results. (Include samples and related reports.)
 - d) What were the successes in relation to goals and objectives?
 - e) What problems/challenges emerged during implementation? How did you resolve them?
 - f) What would you do differently if you had the program to design all over again?
5. What "best practices" might be shared with other jurisdictions?
- Samples of Premiums and Printed Material**
- a) A digital image of each premium item in a commonly accepted format, and all final printed publicity and education materials. The photographs of the premiums must show compliance with requirements of the grant (i.e. oil logo, "Funded by a grant from..." and "Zero Waste..." phrases. See "Acknowledgement" provision within Exhibit A- Terms and Conditions). More than one digital image may be submitted if needed to capture all required components or to accurately illustrate the item. If compliance with procedures cannot be clearly captured in a photographic image, then an original

Final Progress

Report Due:

September 30, 2011

(cont.)

- copy of the premium item must be submitted.
- b) A PDF copy of graphics is acceptable. The CIWMB Grant Manager may ask for a copy of the graphic in its original format.
- c) Two photographs, from different angles, for large items such as equipment or structures.
- d) A photograph of each event attended or conducted (if not previously submitted).

6. **Samples of final Television, Video and Radio Ads.** A final copy of each ad (if not previously submitted) in the appropriate media format (DVD format for videos and CD-rom for radio ads).
7. **Copies of any work product** identified in the Work Plan (e.g., photographs and descriptions of equipment, structures, events, etc.) that were produced, purchased or conducted (unless previously submitted).
8. A completed and signed **Recycled-Content Certification Form** (CIWMB 74G) for all items purchased with grant funds. Submit a separate RCP form from each supplier for each item purchased with grant funds.

Self-Assessment Checklist

The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with administrative requirements.

Fiscal Reporting and Payment Request Details

Required Documents and Format for Payment Request

A complete payment request must include the following items in the order listed.

1. **Grant Payment Request Form** (CIWMB 87) – This form must be signed by the individual authorized by the Resolution. Please remember to type or print the individual's name and title below the signature.
2. **Expenditure Itemization Summary (EIS)** (CIWMB 667) - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee's approved Budget and Work Plan.

Each EIS must be accompanied by supporting documentation for each line item expense. The supporting documentation should be a receipt, or if not, a purchase order or invoice with proof of payment (e.g. cancelled check, bank statement, accounting report) or other proof of payment documentation. The Grantee should retain the original documents.

**Fiscal Reporting and
Payment Request
Details (cont.)**

Contact your CIWMB Grant Manager for approval prior to submission if you would like to provide some other form of supporting documentation.

The EIS must include the following certification:

"I certify under penalty of perjury, under the laws of the State of California, that the above information is correct and that all funds received have been expended in accordance with the Grant."

The certification must be dated and signed by the person authorized in the Grantee's Resolution. An EIS received without the signed certification will not be approved.

3. Supporting Documentation – Documentation for all expenditures claimed on the Grant Payment Request should be retained for a minimum of three (3) years after closeout of the grant term for audit purposes. (see Audit/Records Access in Terms and Conditions, Exhibit A) Types of acceptable documentation include, but are not limited to:

- a) **Receipts.** Receipts must include the vendor's name, vendor's telephone number, and address, description of goods or services purchased, amount due, and date. If there is more than one receipt from a vendor, list them separately on the EIS and include receipt or invoice numbers.
- b) **Purchase orders with proof of payment.** Purchase orders should include the same information as receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
- c) **Invoices with proof of payment.** Invoices should contain the same information as receipts and purchase orders and must be accompanied by the same proofs of payment as are described for purchase orders (see above).

Personnel Expenditure Summary Form (CIWMB 165 or Grantee's own version). Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your CIWMB Grant Manager). This form can be found at CIWMB's website: <http://www.ciwmb.ca.gov/Grants/Forms/>

- d) **Travel Expense Form (CIWMB form or Grantee's version).** Document costs related to travel and include supporting documentation. This form can be found at CIWMB's website: <http://www.ciwmb.ca.gov/Grants/Forms/>

**Fiscal Reporting and
Payment Request
Details (cont.)**

The CIWMB Grant Manager shall authorize payment upon approval of a complete and accurate Grant Payment Request package and, where applicable, approval of all required reports. A payment request **may be submitted more frequently**, either on a quarterly or a monthly basis, as long as a description/report of activities completed during that time period is included.

Forms for a Payment Request

All forms can be downloaded from the CIWMB's website at <http://www.ciwmb.ca.gov/Grants/Forms/>, or contact your CIWMB Grant Manager.

Ten Percent Withhold

Ten percent (10%) will be withheld from each Grant Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in the Grant Agreement have been satisfactorily completed.

Services Rendered

Goods and services must be paid for and received within the period from the Notice to Proceed and before the end of the grant term (9/30/2011) considered the Grant Performance Period. Proof of delivery is required.

**Exceptions and Audit
Considerations**

Exceptions to certain provisions of these Procedures and Requirements may be considered on a case-by-case basis. The CIWMB Grant Manager is only authorized to grant exceptions where such authority is expressly specified in this Agreement.

Requests must be submitted in writing, and approved in writing, by your CIWMB Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Grant Agreement for audit purposes.

The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for at minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts

**Exceptions and Audit
Considerations**

(cont.)

and change orders, samples of items and materials developed with grant funds, and/or canceled checks.

Refer to the Terms and Conditions FY 2007/08 (Exhibit A) for more information.

WORK PLAN

List the goals, objectives, tasks/activities, sub-tasks, staff/contractor, and timeframes necessary to complete your project. The Work Plan tasks/activities should match the tasks/activities identified in the Budget.

TASK #	TASK/ACTIVITY DESCRIPTION	RESPONSIBLE PERSON (contractor/staff, include name & title)	EVALUATION METHOD (survey, workshop, etc.)	TIMEFRAME (month/year-month/year)	BUDGET CATEGORY
GOAL 1: To educate and create awareness of recycling used oil and oil filters among residents in the Florence-Firestone area.					
OBJECTIVE Increase awareness of the importance of proper disposal of used oil and oil filters among the targeted community by 15% percent.					
Task A	Design and conduct aggressive media outreach, education, and advertisements. Activity #1: Design and implement a print advertising campaign including: <ul style="list-style-type: none"> • Language-specific press releases and advisories • Advertising in print <ul style="list-style-type: none"> a. Eastern Group Publication b. Hoy c. American Print Media • Direct mail advertising 	DPW Staff	Number and type of advertising materials developed. Number of pieces sent by direct mail; Print circulation, readership, and number of impressions.	10/2008 – 10/2009	Publicity / Education

GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

<p>Task B</p> <p>Develop and obtain English-Spanish promotional items to encourage people to properly handle the recycling of used oil and oil filters.</p> <p>Activity #1: Solicit bids from vendor and purchase DIYer specific promotional items, and identify method of distribution.</p> <ul style="list-style-type: none"> • Used Oil Containers • Oil Filter Containers • Shop Towels • Oil Funnels • Oil Filters <p>Activity #2: Develop a sticker for the containers.</p> <ul style="list-style-type: none"> • Develop sticker artwork. Obtain approval. • Solicit bids from vendors for printing and award project for production. • Stickers to be turned over to vendor for application on containers. <p>Activity #3: Distribute promotional items at identified distribution outlets.</p> <ul style="list-style-type: none"> • Allocate number of containers, shop towels, and funnels between the initial one-time mobile collection kick-off event and oil filter exchange events. 	<p>DPW Staff</p>	<p>Promotional items produced and distributed.</p>	<p>10/2008 – 12/2008</p>	<p>Publicity / Education</p>
	<p>DPW Staff</p>	<p>Material developed.</p>	<p>11/2008-01/2009</p>	
	<p>DPW Staff</p>	<p>Promotional items distributed.</p>	<p>03/2009</p>	

GOAL 2:

Improve used motor oil and oil filter collection opportunities for residents living in the Florence-Firestone area.

OBJECTIVE

- By June 2010, reduce the gallons of used oil and the number of filters illegally dumped in the unincorporated community of Florence-Firestone by 5%.
- By June 2010, increase the gallons of used oil and the number of oil filters collected at certified collection centers and from the curbside collection program by a total of 5%.

TASK #	TASK/ACTIVITY DESCRIPTION	RESPONSIBLE PERSON (contractor or staff, include name & title)	EVALUATION METHOD (survey, workshop, etc.)	TIMEFRAME (month/year- month/year)	BUDGET CATEGORY
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GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

<p>Goal 2 Task A</p>	<p>Implement the pilot Used Motor Oil and Oil Filter Curbside Collection Program and Conduct Filter Exchange Events.</p> <p>Activity #1: Develop a plan identifying all necessary steps and logistics involved with implementing and promoting a used oil and oil filter curbside collection program</p> <p>Activity#2: Solicit bids from vendors to pick-up, transport, and properly dispose and recycle used oil filters and used oil.</p> <p>Activity #3: Conduct preliminary promotion of the new upcoming services via flyer distribution, print ad, and direct mail; also, at the same time, promote the upcoming one-time mobile collection event that will launch the curbside program.</p> <ul style="list-style-type: none"> Develop artwork for the flyer, print ad, and direct mail. Contact newspaper publications and place ads. Distribute flyers. Obtain quote from direct mail Send out direct mail <p>Activity #4: Launch the curbside collection program with a kick-off one-time mobile oil filter and used oil collection event. Distribute promotional items. Conduct a short intercept survey.</p> <ul style="list-style-type: none"> Select venue for the kick-off event. Develop event flyer, print ad artwork Prepare promotional items for distribution at the event. Develop pledge forms. Develop survey questionnaire. <p>Activity #5: Implement pilot curbside collection program.</p> <p>Activity #6: Evaluate Program effectiveness and make modifications/improvements as necessary</p>	<p>DPW Staff</p> <p>DPW Staff</p> <p>DPW Staff</p> <p>DPW Staff/Contractor</p> <p>Contractor DPW Staff/Contractor</p>	<p>10/2008- 11/2008</p> <p>11/2008- 12/2008</p> <p>01/2009- 03/2009</p> <p>03/2009- 04/2009</p> <p>04/2009- 04/2010 05/2010- 06/2010</p>	<p>Curbside Collection / Temporary Collection Event.</p> <p>Materials developed.</p> <p>Promotional items distributed.</p> <p>Number of signed pledge forms.</p> <p>Completed survey forms.</p> <p>Calls received.</p> <p>Amount of oil and filters collected.</p> <p># of participants.</p>
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GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

Task B	Hold four oil filter exchange events during the pilot period at Kragen Auto Parts in Florence-Firestone.		Temporary Collection Events
Activity#1: Develop a plan identifying all necessary steps and logistics involved in conducting a "Used Oil Filter Exchange" event at specified CCC; identify event dates.	<ul style="list-style-type: none"> Coordinate with Kragen Auto Parts and obtain approval. 	DPW Staff	05/2009-06/2009
Activity #2: Research and solicit for a vendor to pick-up, transport, and properly dispose and recycle used oil filters from Kragen Auto Parts		DPW Staff	06/2009-07/2009
Activity #3: Promote the event via flyer distribution, print ad, and street banner.	<ul style="list-style-type: none"> Develop event flyer, print ad, and street banner artwork. Place ads on identified publications. 	DPW Staff	07/2009-09/2010
Activity #4: Conduct oil filter exchange events. Conduct a short intercept survey.	<ul style="list-style-type: none"> Develop survey questionnaire. Develop pledge forms. 	DPW Staff/Contractor	09/2009-09/2010
Activity #5: Assess each filter exchange events.		DPW Staff	09/2009-09/2010

BUDGET

List costs for each task/activity or sub-task identified in your Work Plan. The personnel calculation or cost is the hourly rate multiplied by hours worked. Round Budget amounts to the nearest whole dollar. Include copies of bids/estimates for all major items and indicate those items on the Budget with an asterisk.

	Category/Description Awareness Campaign	Amount
Goal 1, Task A, Activity #1	Print Advertising Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none">• Press releases and advisories• Print Ads<ul style="list-style-type: none">a. Eastern Group Publication x 2 insertions x \$855 eachb. Hoy x 2 insertions x \$425.50 eachc. American Print Media x 2 insertions x \$862.50 each• Direct mail x \$1.50 X 26000 (in-kind) <u>Personnel:</u> <ul style="list-style-type: none">• 2 Staff (10 hours each) - 20 hours x \$50 (In-kind)	<div>\$1,710</div> <div>\$851</div> <div>\$1,725</div> <div>\$39,000</div> <div>\$43,286</div> <div>(\$7,06 grant funds, \$39,000 matching funds)</div> <div>\$1,000</div> <div>Total = \$44,286</div>
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none">• <u>Non-Personnel</u>• <u>Personnel:</u> 2 Staff @ 20 hrs each x \$50 (In-kind)	<div>\$0</div> <div>\$2,000</div> <div>Total=\$2,000</div>
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none">• 11-qt oil container x 1,000 x \$8.77 each• Filter container x 1,000 x \$8.56 each• Shop Towels x 2,500 x \$0.67 each• Oil Funnels x 2,400 x \$0.63 each• Oil Filters x 540 x \$10 each <u>Personnel:</u> 2 Staff @ 20 hrs each x \$50 (In-kind)	<div>\$8,770</div> <div>\$8,560</div> <div>\$1,675</div> <div>\$1,512</div> <div>\$5,400</div> <div>\$25,917</div> <div>\$2,000</div> <div>Total=\$27,917</div>
Goal 1, Task B, Activity #2	Production of Sticker <u>Non-Personnel Costs:</u> <ul style="list-style-type: none">• Printing of Sticker x 2,000 x \$2.00 <u>Personnel:</u> <ul style="list-style-type: none">• 4 Staff @ 20 hrs. each x \$50 (In-kind)	<div>\$4,000</div> <div>\$4,000</div>

EXHIBIT D

BUDGET

List costs for each task/activity or sub-task identified in your Work Plan. The personnel calculation or cost is the hourly rate multiplied by hours worked. Round Budget amounts to the nearest whole dollar. Include copies of bids/estimates for all major items and indicate those items on the Budget with an asterisk.

	Category/Description Awareness Campaign	Amount
Goal 1, Task A, Activity #1	Print Advertising Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Press releases and advisories Print Ads <ul style="list-style-type: none"> a. Eastern Group Publication x 2 insertions x \$855 each \$1,710 b. Hoy x 2 insertions x \$425.50 each \$851 c. American Print Media x 2 insertions x \$862.50 each \$1,725 Direct mail x \$1.50 X 26000 (in-kind) \$39,000 <p style="text-align: right;"><u>\$43,286</u> (\$7,06 grant funds, \$39,000 matching funds)</p> <ul style="list-style-type: none"> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff (10 hours each) - 20 hours x \$50 (In-kind) \$1,000 <p style="text-align: right;">Total = \$44,286</p>	
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none"> <u>Non-Personnel</u> \$0 <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (In-kind) \$2,000 <p style="text-align: right;">Total=\$2,000</p>	
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> 11-qt oil container x 1,000 x \$8.77 each \$8,770 Filter container x 1,000 x \$8.56 each \$8,560 Shop Towels x 2,500 x \$0.67 each \$1,675 Oil Funnels x 2,400 x \$0.63 each \$1,512 Oil Filters x 540 x \$10 each \$5,400 <p style="text-align: right;"><u>\$25,917</u></p> <ul style="list-style-type: none"> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (In-kind) \$2,000 <p style="text-align: right;">Total=\$27,917</p>	
Goal 1, Task B, Activity #2	Production of Sticker <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Printing of Sticker x 2,000 x \$2.00 \$4,000 <ul style="list-style-type: none"> <u>Personnel:</u> <ul style="list-style-type: none"> 4 Staff @ 20 hrs. each x \$50 (In-kind) \$4,000 	

	Category Description	Amount
Goal 1, Task A, Activity #1	Print and Outdoor Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> • Press releases and advisories • Print Ad <ul style="list-style-type: none"> a. Eastern Group Publication x 2 insertions x \$855 each b. Hoy x 2 insertions x \$425.50 each c. American Print Media x 2 insertions x \$862.50 each • Billboard in 4 locations including production and installation (\$500 each for space for 4 weeks, \$190 each for production per poster) • Direct mail x \$1.50 X 26000 (<u>in-kind</u>) • <u>Personnel:</u> <ul style="list-style-type: none"> • 2 Staff (10 hours each) - 20 hours x \$50 (<u>In-kind</u>) 	<div>\$1,710</div> <div>\$851</div> <div>\$1,725</div> <hr/> <div>Grant \$4,286</div> <div>\$39,000</div> <div>\$1,000</div> <hr/> <div>In Kind \$40,000</div> <hr/> <div>Total = \$44,286</div>
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none"> • <u>Non-Personnel</u> • <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (<u>In-kind</u>) 	<div>\$0</div> <hr/> <div>In Kind \$2,000</div> <hr/> <div>Total= \$2,000</div>
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> • 11-qt oil container x 1,000 x \$8.77 each • Filter container x 1,000 x \$8.58 each • Shop Towels x 2,450 x \$0.67 each • Oil Funnels x 2,400 x \$0.63 each • Oil Filters x 540x10 <u>Personnel:</u> <ul style="list-style-type: none"> • 2 Staff @ 20 hrs each x \$50 (<u>In-kind</u>) 	<div>\$8,770</div> <div>\$8,580</div> <div>\$1,641</div> <div>\$1,512</div> <div>\$5,400</div> <hr/> <div>Grant \$23,903</div> <hr/> <div>In Kind \$2,000</div> <hr/> <div>Total= \$27,903</div>

	Category / Description	Amount
Goal 1, Task A, Activity #1	Print and Outdoor Campaign <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> • Press releases and advisories • Print Ad <ul style="list-style-type: none"> a. Eastern Group Publication x 2 insertions x \$855 each b. Hoy x 2 insertions x \$425.50 each c. American Print Media x 2 insertions x \$862.50 each • Billboard in 4 locations including production and installation (\$500 each for space for 4 weeks, \$190 each for production per poster) <ul style="list-style-type: none"> • Direct mail x \$1.50 X 26000 (<u>in-kind</u>) • <u>Personnel:</u> <ul style="list-style-type: none"> • 2 Staff (10 hours each) - 20 hours x \$50 (<u>In-kind</u>) 	 \$1,710 \$851 \$1,725 ----- Grant \$4,286 \$39,000 \$1,000 In Kind \$40,000 ----- Total = \$44,286
Goal 1, Task A, Activity #2	Evaluation <ul style="list-style-type: none"> • <u>Non-Personnel</u> • <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 20 hrs each x \$50 (<u>In-kind</u>) 	 \$0 In Kind \$2,000 ----- Total= \$2,000
Goal 1, Task B, Activity #1	Promotional Items <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> • 11-qt oil container x 1,000 x \$8.77 each • Filter container x 1,000 x \$8.58 each • Shop Towels x 2,450 x \$0.67 each • Oil Funnels x 2,400 x \$0.63 each • Oil Filters x 540x10 <u>Personnel:</u> <ul style="list-style-type: none"> • 2 Staff @ 20 hrs each x \$50 (<u>In-kind</u>) 	 \$8,770 \$8,580 \$1,641 \$1,512 \$5,400 ----- Grant \$23,903 In Kind \$2,000 ----- Total= \$27,903

Goal 1, Task B, Activity #2	Production of Sticker <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Printing of Sticker x 2,000 x \$2.00 <u>Personnel:</u> <ul style="list-style-type: none"> 4 Staff @ 20 hrs. each x \$50 (<u>In-kind</u>) 	Grant \$2,000 In Kind \$4,000 Total = \$ 8,000
Goal 1, Task B, Activity #3	Distribution of Promotional Items <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 40 hrs each x \$50 (<u>In-kind</u>) 	\$0 In Kind \$4,000 Total = \$4,000
Category Description Implement a Door to Door based oil Collection Program		
Goal 2 Task A Activity 1	Develop Plan <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 Staff @ 20 hours each x \$50 an hr (<u>In-kind</u>) 	\$0 In Kind \$1,000 Total = \$1,000
Goal 2 Task A Activity 2	Research and Solicit Vendor to pick up, transport and dispose of used oil and filters <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 staff @ 15 hours each \$50 an hr x (In Kind) 	\$0 In Kind \$750 Total = \$750
Goal 2 Task A Activity 3	Conduct preliminary promotion of the new upcoming services. Via flyer distribution, print ad, and direct mail. <u>Non-Personnel Costs:</u> Print Ad <ul style="list-style-type: none"> d. Eastern Group Publication x 2 insertions x \$855.60 each e. Hoy x 2 insertions x \$425.50 each f. American Print Media x 2 insertions x \$862.50 	\$1,711 \$851 \$1,725

CIWMB 243-UOG (New 2/08)

Note: See Application Guidelines for Budget example
This document may be reproduced, enlarged, and customized as necessary. Personnel calculation:
rate X hours = cost

Reliable Contractor Declaration

This form must be completed and submitted to the California Integrated Waste Management Board (CIWMB) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CIWMB's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to the CIWMB a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page for a listing of events, or refer to www.ciwmb.ca.gov/Regulations/Title14/.

Please return the completed form(s) to:

California Integrated Waste Management Board
Used Oil Opportunity Grant Program
Attn: Angela Parker
P.O. Box 4025
Sacramento, CA 95812-4025

Grantee Information (Please Print)

Grantee Name: _____

Primary Contact: _____

Contractor Information (Please Print)

Contractor Name: _____

Mailing Address: _____

Authorized Contractor Representative: _____

As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.

Signature: _____

Date: _____

STATE OF CALIFORNIA
GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

		<u>Total=\$8,000</u>
Goal 1, Task B, Activity #3	Distribution of Promotional Items <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 40 hrs each x \$50 (In-kind) 	\$0 \$4,000 <u>Total=\$4,000</u>
	Category/Description Implement a "Door to Door" used oil Collection Program	
Goal 2 Task A Activity 1	Develop Plan <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 Staff @ 20 hours each x \$50 an hr (In-kind) 	\$0 \$1,000 <u>Total \$1,000</u>
Goal 2 Task A Activity 2	Research and Solicit Vendor to pick up, transport and dispose of used oil and filters <u>Non-Personnel Costs:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 1 staff @ 15 hours each \$50 an hr x (In Kind) 	\$0 \$ 750 <u>Total \$750</u>
Goal 2 Task A Activity 3	Conduct preliminary promotion of the new upcoming services. Via flyer distribution, print ad, and direct mail. <u>Non-Personnel Costs:</u> <p>Print Ad</p> <ul style="list-style-type: none"> d. Eastern Group Publication x 2 insertions x \$855.60 each \$1,711 e. Hoy x 2 insertions x \$425.50 each \$851 f. American Print Media x 2 insertions x \$862.50 each \$1,725 g. Direct mail x 1.50 piece x 12000 \$18,000 h. Flyer distribution for 26,000 pieces \$ 13,000 <u>Personnel:</u> <ul style="list-style-type: none"> 2 staff @ 10 hours each x \$50 an hr (In Kind) 	\$1,711 \$851 \$1,725 \$18,000 \$ 13,000 <u>\$35,287</u> \$ 1,000 <u>Total \$36,287</u>

GRANT APPLICATION FORM

CIWMB 243-UOG (New 2/08)

Goal 2 Task A Activity 4	Launch the program with kick-off mobile used oil and filter collection event, distribute promotional material. <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> One-time mobile collection event x \$1,450 <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$1,450 \$1,000 <hr/> Total = \$2,450
Goal 2 Task A Activity 5	Implement Pilot Curbside Collection program <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> 3% of 25,000 households \$70x 750 <u>Personnel:</u> <ul style="list-style-type: none"> 2 staff @100 hours(through out year) each x \$50 an hr 	\$ 52,500 \$ 10,000 <hr/> Total = \$62,500
Goal 2 Task A Activity 6	Evaluate program effectiveness and implement modifications/improvements as necessary. <u>Non-Personnel Costs:</u> None <u>Personnel:</u> <ul style="list-style-type: none"> 2 staff @ 20 hours each x \$ 50 hr = 	\$0 \$ 2000 <hr/> Total = \$2000
Goal 2 Task B	Hold four oil filter exchange events during the first year at Kragen in Florence-Firestone.	
Goal 2 Task B Activity 1	Develop plan identifying steps for conducting used oil/filter exchange event at Specified CCCs. <u>Non-Personnel</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr <u>(in-Kind)</u> 	\$0 \$ 1,000 <hr/> Total = \$1,000
Goal 2 Task B Activity 2	Research for vendor to pick-up, transport, and properly dispose of used oil and filters. <u>Non-Personnel:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$0 \$ 1,000 <hr/> Total = \$ 1,000

	<p>each</p> <p>g. Direct mail x 1.50 piece x 12000</p> <p>h. Flyer distribution for 26,000 pieces</p> <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 staff @ 10 hours each x \$50 an hr (In Kind) 	<p>\$18,000</p> <p>\$13,000</p> <p>Grant \$31,287</p> <p>In Kind \$1,000</p> <p>-----</p> <p>Total = \$36,287</p>
Goal 2 Task A Activity 4	<p>Launch the program with kick-off mobile used oil and filter collection event, distribute promotional material.</p> <p><u>Non-Personnel Costs:</u></p> <ul style="list-style-type: none"> One-time mobile collection event x \$1,450 <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	<p>Grant \$1,450</p> <p>In Kind \$1,000</p> <p>Total = \$2,450</p>
Goal 2 Task A Activity 5	<p>Implement Pilot Curbside Collection program</p> <p><u>Non-Personnel Costs:</u></p> <ul style="list-style-type: none"> 3% of 25,000 households \$70x 750 <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 staff @100 hours(through out year) each x \$50 an hr 	<p>Grant \$52,500</p> <p>In Kind \$10,000</p> <p>Total = \$62,500</p>
Goal 2 Task A Activity 6	<p>Evaluate program effectiveness and implement modifications/improvements as necessary.</p> <p><u>Non-Personnel Costs:</u> None</p> <p><u>Personnel:</u></p> <ul style="list-style-type: none"> 2 staff @ 20 hours each x \$ 50 hr = 	<p>\$0</p> <p>In Kind \$2,000</p> <p>Total = \$2,000</p>
Goal 2 Task B	<p>Develop plan identifying steps for conducting used oil/filter exchange event at Specified CCCs.</p>	\$0

Activity 1	<u>Non-Personnel</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr <u>(in-Kind)</u> 	In Kind \$1,000 <hr/> Total = \$1,000
Goal 2 Task B Activity 2	Research for vendor to pick-up, transport, and properly dispose of used oil and filters. <u>Non-Personnel:</u> <u>Personnel:</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	\$0 In Kind \$1,000 <hr/> Total = \$ 1,000
Goal 2 Task B Activity 3	Promote the event via flyer distribution, print ad, and street banner. <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Print Ad <ul style="list-style-type: none"> i. Eastern Group Publication x 4 insertions x \$855.60 each \$ 3,422 j. Hoy x 4 insertions x \$425.50 each \$ 1,702 k. American Print Media x 4 insertions x \$862.50 each \$ 3,450 l. Flyer distribution for 26,000 pieces \$.50/ piece \$13,000 <u>Personnel</u> <ul style="list-style-type: none"> 2 Staff @ 10 hrs each x \$50 an hr (in Kind) 	Grand \$21,574 In Kind \$1,000 <hr/> Total = \$22,574
Goal 2 Task B Activity 4	Conduct oil filter exchange events. Conduct a short intercept survey. <u>Non-Personnel Costs:</u> <ul style="list-style-type: none"> Curbside inc filter exchange event @ 1250 per event . X 4 exchange events = \$5000 <u>Personnel</u> <ul style="list-style-type: none"> 2 @ 40 hours each X \$ 50 an hr = \$4,000 	Grand \$5,000 In Kind \$1,000 <hr/> Total = \$ 9,000
<u>Grand Total</u>		

	Grant funds requesting	\$150,000
	County Matching funds (In Kind)	\$74,750